

NOTE: A request form is available from the Deputy Town Clerk; please fill it in and return it prior to the start of the meeting if you would like to speak during public comment. When you speak, you must come to the podium in the front and clearly state your name and address for the record. Please mute or turn off your cell phone or electronic devices at the start of the meeting. Thank you.

**TOWN OF BAY HARBOR ISLANDS
MORRIS N. BROAD COMMUNITY CENTER
1175 95TH STREET
BAY HARBOR ISLANDS, FL 33154**

**REGULAR COUNCIL MEETING
AGENDA**

May 10, 2023
7:00 PM

STATEMENT OF DECORUM

All comments must be addressed to the Council as a body and not to individuals. Any person making a racial or slanderous remark or who becomes boisterous while addressing the Town Council, staff, etc. shall be barred from the audience by the presiding officer. No profanity, shouting, heckling, verbal outbursts, or disruptive behavior in support of or opposition to a speaker or his/her remarks is permitted. Please mute or turn off your cell phone or other electronic devices at the start of the meeting. Failure to do so may result in being barred from the meeting. Persons exiting the Chambers shall do so quietly.

CALL TO ORDER: at approximately 7:00 P.M.

PLEDGE OF ALLEGIANCE:

ROLL CALL:

SPECIAL PRESENTATION:

1. Teacher of the Year - Ruth K. Broad K-8 Center - Wanda McKinney
2. Rookie Teacher of the Year - Ruth K. Broad K-8 Center - Marisol Sandoval
3. Introduction of New Police Officer Giselle Estopinan
4. Report on the Town's Investment Performance by Gerardo Rodriguez of BNY Mellon Wealth Management.

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA ITEMS:

TOWN MANAGER'S REPORT:

COUNCIL REPORTS: Each Council Member will be afforded two (2) minutes to make their reports.

PUBLIC COMMENT

There is a three (3) minute time limit for each speaker during public comment and a two (2) minute time limit for each speaker during all other agenda items. Your cooperation is appreciated in observing the three (3) minute rule. If you have a matter you would like to discuss which requires more than three (3) minutes, please arrange a meeting with the Town Manager or appropriate administrative official. A request form is available from staff; please fill it in and return it to the Town Clerk prior to the start of the meeting if you would like to speak during public comment. Please come forward to the podium, give your name and address, and the name and address of the organization you are representing if any.

COMMITTEE REPORTS:

5. **Report** from the Parks and Recreation Committee regarding their April 19, 2023 meeting.

CONSENT AGENDA: Set for approximately 7:55 p.m. (*Consent agenda items are those which are routine, do not require discussion or explanation prior to Town Council action, or have already been discussed and/or explained and do not require further discussion or explanation. Items can be removed from the consent agenda by the request of an individual Council member for independent consideration provided such request is made prior to the vote on the consent agenda.*)

6. **Approval of Council Meeting Minutes:**

- A.) February 1, 2023 Regular Council Meeting
- B.) February 9, 2023 Special Council Meeting

7. **Consideration and Approval** of a proposal from BCC Engineering to provide structural services for project BC-162 Waterway Bridge for repairs of Bridge No. 875102 for a lump sum fee of \$143,040. Enclosed is a copy of the proposal.
8. **Consideration and Approval** to expend allocated funds of \$24,018.72 to Lou's Police Distributors, Inc. for the Police Department Firearms Replacement Program, under the piggyback provision pursuant to Section 2.1.2. of the Town Code.
9. **Consideration and Approval** of the 2023/2024 Budget Preparation Calendar. Enclosed is the proposed schedule provided by the Town Manager.
10. **Consideration and Approval** of a request to issue a Request for Proposals (RFP) for replacement of the seawall at 9600 West Bay Harbor Drive, at the northwest corner of the intersection of West Bay Harbor Drive & Kane Concourse, Bay Harbor Islands, Florida. Enclosed is a copy of the 2018 inspection report.
11. **Consideration and Approval** of a proposal from Kimley-Horn and Associates, Inc. to provide engineering services for the replacement of sanitary sewer manhole frames and covers per DERM and Consent Decree requirements, at a lump sum amount of \$34,220. Enclosed is a copy of the proposal.

12. **Consideration and Approval** of the Ruth K. Broad K-8 Center Nurse Initiative Memorandum of Understanding between the City of Miami Beach (“CMB”), North Bay Village (“NBV”), the Town of Bay Harbor Islands (“TBHI”), the Town of Surfside (“TS”), Bal Harbour Village (“BHV”), and the Miami Beach Chamber Education Foundation, Inc. (“MBCEF”) (collectively, the “Parties”), to provide for funding and for the implementation of a Nurse Initiative for the school year 2023-2024, at a pro rata share of \$8,112.

A RESOLUTION OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING AMENDMENT NO. 6 TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MIAMI BEACH, NORTH BAY VILLAGE, THE TOWN OF BAY HARBOR ISLANDS, THE TOWN OF SURFSIDE, BAL HARBOUR VILLAGE, AND THE MIAMI BEACH CHAMBER OF COMMERCE EDUCATION FOUNDATION, INC. TO FUND A NURSE ENHANCEMENT INITIATIVE FOR SCHOOL YEAR 2023/2024 FOR RUTH K. BROAD BAY HARBOR K-8 CENTER; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE AMENDMENT TO THE MOU; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

13. **Ratification of Approval** of an expenditure not to exceed \$50,000 for emergency repair of the sewer force main on 78th Street and Collins Avenue, under the Emergency Procurement regulations, pursuant to Section 2.1.3(a) of the Town Code.

STAFF RECOMMENDATION: Approve

POLL VOTE

ORDINANCES ON SECOND READING:

14. **Consideration and Approval** of an ordinance on Second Reading amending Chapter 5, Article II of the Town Code, by revising section 5-29 and creating a new section to be numbered 5-30 entitled "Additional requirements and procedures for site development approvals." Enclosed is a copy of the proposed ordinance.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA; AMENDING CHAPTER 5, ARTICLE II TITLED “DESIGN REVIEW BOARD,” BY REVISING SECTION 5-29, NOTICE PROCEDURES FOR SITE DEVELOPMENT APPROVALS, AND CREATING A NEW SECTION 5-30 TITLED ADDITIONAL REQUIREMENTS AND PROCEDURES FOR SITE DEVELOPMENT PLAN APPROVALS; PROVIDING FOR INCORPORATION OF RECITALS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council's Discretion

POLL VOTE

15. **Consideration and Approval** of an ordinance on Second Reading amending Chapter 23, Article 1, Sections 23-12 and 23-19 of the Town Code relative to buildings and structures projecting onto yard setbacks for interior and waterfront lots on the West Island. Enclosed is a copy of the proposed ordinance.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA; AMENDING CHAPTER 23, ARTICLE I, SECTION 23-12 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "GENERAL PROVISIONS," TO MODIFY SECTION 23-12 (15) AND (19) RELATED TO BUILDINGS AND STRUCTURES PROJECTING INTO YARD SETBACKS OF INTERIOR AND WATERFRONT LOTS ON THE WEST ISLAND; PROVIDING FOR ADOPTION OF RECITALS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council's Discretion

POLL VOTE

ORDINANCES ON FIRST READING:

DEFERRED ITEMS:

TOWN MANAGER ITEMS: *(Town business items requiring Council approval)*

16. **Request for approval** of the location of a temporary Sales Gallery to be located in the Common Space of the Belmont Condominium at 10101 East Bay Harbor Drive, immediately south of the property; or at the property in a unique dome structure out near the water's edge. Enclosed are the application materials.

STAFF RECOMMENDATION: Council's Discretion

POLL VOTE

17. **Request for approval** of the location of a temporary Sales Center at 10301 East Bay Harbor Drive in connection with the development of the properties at 9781 and 9927-9955 East Bay Harbor Drive, by 9781 Bay Harbor Development LLC, 9955 Bay Harbor Development LLC. Duration of the sales center is expected through March 31, 2026. Enclosed are copies of the application materials.

STAFF RECOMMENDATION: Council's Discretion

POLL VOTE

18. **Consideration and Approval** of a request to issue a Request for Qualifications (RFQ) for qualified, experienced, and licensed firm/s to provide a Design Criteria Package for the design of a new 6-story building garage and a new Town Hall.

19. **Consideration and Approval** of a request by Bay Harbor Islands Property Owner I LLC and Bay Harbor Islands II LLC to amend Paragraph 6(e) of the Parking Trust Agreements for the La Baia South and the La Baia North projects.

STAFF RECOMMENDATION: Council's Discretion

POLL VOTE

20. **Discussion and Possible** action regarding settlement of the Charge of Discrimination No. EEOC 510-2020-03421 filed with the Equal Employment Opportunity Commission.

DISCUSSION ITEMS:

21. **Discussion** regarding moving Bay Harbor Islands General Election to November to piggyback off of Miami-Dade County General Election. Sponsored by Mayor Elizabeth Tricoche.

22. **Discussion** regarding amendment to Section 6-4 of the Town Code to provide for early voting during Town elections. Sponsored by Council Member Isaac Salver.
23. **Discussion** regarding danger posed by the palm fronds that fall from the Palm trees along Kane Concourse. Sponsored by Council Member Stephanie Bruder.
24. **Discussion** regarding the addition of a Mobile Command Post in the 2023/2024 Capital Improvement Plan. Sponsored by Council Member Stephanie Bruder.
25. **Discussion** regarding the requirements of the Design Review Board submittal package. Sponsored by Council Member Teri D'Amico.
26. **Discussion** and **Consideration** of Possible Action regarding a study of the perimeter of Bay Harbor Islands East Island's Seawall shoreline. Sponsored by Council Member Teri D'Amico.
27. **Discussion** and **Possible Action** regarding the creation of Massing and Transportation Study. Sponsored by Council Member Teri D'Amico.
28. **Discussion** to address the Appeal process against quasi-judicial and administrative decisions having development approval authority. Sponsored by Council Member Teri D'Amico. Enclosed is the research paper prepared by the staff.
29. **Discussion** of a contract for a new Police Chief. Sponsored by Vice Mayor Joshua Fuller and Council Member Stephanie Bruder.

ADJOURNMENT: Approximately 11:00 p.m.

Pursuant to Florida Statutes 286.0105, the Town hereby advises the public that should any person decide to appeal any decision of the Town Council with respect to any matter to be considered at this meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

AGENDA ITEM REPORT

May 10, 2023

ITEM NUMBER: 1.

ITEM: Teacher of the Year - Ruth K. Broad K-8 Center - Wanda McKinney

DESCRIPTION:

Ms. Wanda McKinney has been an elementary educator with Miami-Dade Public Schools since 1997. She began her teaching career at Liberty City and Fienberg-Fisher Elementary Schools. In October 1998, she was hired to teach at Ruth K. Broad Bay Harbor K-8 Center, where she has taught 1st, 2nd, and 3rd grades. She also has experience working with ESE students, serving as an inclusion teacher for several years. She considers herself a lifelong learner and embraces each day in her classroom as a “new day full of possibilities”. Her mission as a teacher is to provide a nurturing class environment that strives to meet each child’s individual needs. She strongly believes in the quote of the famous educator, Marva Collins, that “There is a brilliant child locked inside every student”. Ms. McKinney believes that all students have the potential to excel when placed in an educational environment with a competent teacher who is attuned to their unique and individual strengths and capabilities. In addition to her teaching duties, Ms. McKinney has served on various committees, such as the Multicultural Committee where she has been instrumental in coordinating schoolwide activities for Black History Month and the annual Black History faculty luncheon. She is a product of the Miami-Dade County Public School System receiving her high school diploma from Miami Edison Senior High and her Bachelor’s Degree in Elementary Education from Florida Agricultural and Mechanical University. Ms. McKinney is an educator, licensed minister and mother of 2 daughters. She is proud to be honored as Ruth K. Broad Bay Harbor K-8 Center’s Teacher of the Year, where she has been committed to educating students for 24 years.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

None

AGENDA ITEM REPORT
May 10, 2023

ITEM NUMBER: 2.

ITEM: Rookie Teacher of the Year - Ruth K. Broad K-8 Center - Marisol Sandoval

DESCRIPTION:

Ms. Sandoval is a 1st grade teacher at Ruth K. Broad Bay Harbor K-8 Center. She led and taught grades K, 1st, and 3rd. This is her tenth-year teaching and loves being able to be present and instill in her students the love of reading and learning more about how to protect and care of our environment. She earned her Masters in Leadership Education and aspires to lead and mentor teachers.

Ms. Sandoval loves chasing sunrises and running long miles on Saturdays, training for marathons in the summer and fall, listening to Taylor Swift on replay, cooking, and traveling. Ms. Sandoval adores her dog, Bella and cat, Magnolia. She loves her family, friends, and is proud to be a part of the Bobcat family.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

None

AGENDA ITEM REPORT
May 10, 2023

ITEM NUMBER: 3.

ITEM: Introduction of New Police Officer Giselle Estopinan

DESCRIPTION:

Giselle has been part of the Town of Bay Harbor Island's since she was nine years old. She attended Ruth K. Broad Bay Harbor K-8 Center starting in third grade all the way through eighth grade. She always had an interest in law enforcement and became a Police Explorer for the Bay Harbor Island's Police Department in 2014. She was an Explorer until her Senior year of high school. She graduated from the Law Enforcement Officers' Memorial High School. Soon after, she became a Dispatcher for the Bay Harbor Island's Police Department. She is excited to continue her career as a Police Officer for the town. Her hobbies include working out, MMA training, going to the beach and spending time with her family. She is thankful for the Town of Bay Harbor Island's and the opportunity to fulfill her dream of becoming a Police Officer.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Analily Perez, Administrative Coordinator
 Raul Diaz, Chief of Police

ATTACHMENTS

None

AGENDA ITEM REPORT

May 10, 2023

ITEM NUMBER: 4.

ITEM: Report on the Town's Investment Performance by Gerardo Rodriguez of BNY Mellon Wealth Management.

DESCRIPTION:

Report on the Town Investment performance. Presentation will be provided by Gerardo Rodriguez of BNY Mellon Wealth Management. Enclosed is a copy of the presentation.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

| |
|------------------------------|
| 1. TOBH Q1 2023 Presentation |
|------------------------------|

May 10, 2023

Maria Lasday
Town Manager
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, Florida 33154

**Re: *Town of Bay Harbor Investment Management Accounts
2023 1st Quarter Review***

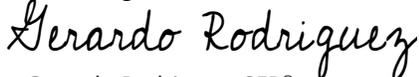
Dear Maria:

The 1st Quarter brought positive returns in bonds, as the Fed signaled a slow down to the pace of rate hikes for year-end 2023. Bond spreads tightened slightly as volatility in the equity markets eased and inflation showed signs of abating. Our portfolio had an overweight to Corporate Bonds and underweight Treasuries and TIPs, which helped the portfolio outperform the Indices on an absolute return basis for the year. Throughout the first quarter, bond yields decreased due to investors taking advantage of the yield run up and a slightly less hawkish Fed. The U.S. 10-year Treasury note yield closed the quarter at 3.55%, and remained range bound between a 3.35% to 4.10% yield, mainly due to inflation fears and economic data that signaled a longer rate hike cycle. As we have seen the fluctuation in yields of Treasuries (10-year was at a 3.79% yield on January 3rd), we expect short-term rates to continue rising with the continued rate hikes that began in May. We believe there will still be volatility as inflation continues to persist, economic data does not trend in the manner that the Fed is looking for, the Debt Ceiling Debate that is coming in June and the pending recession stay in front and center for investors. With that said, we saw some better-than-expected economic data, corporate earnings have begun to be downgraded along with the negative forward guidance, and Unemployment held steady at 3.50%.

2023 1st quarter returns for the town's accounts were 2.37%, 2.37% & 2.38% respectively for the Contingency Fund, General Fund and Water Fund, due to rounding and allocation. As of 3/31/23, the combined market value was \$6,608,297 with an estimated annual income of \$164,884. Credit OAS ended the quarter at +121, which was -25pbs tighter QTD, and was -39bps tighter to a +108 YTD. BBB-Rated Bonds were the best performer, but what helped the portfolio outperform the index for the year was the active management of the portfolio. Corporate 3-month excess return was 2.89%; BBB excess was 3.27%; single A was 2.55%; AA was 2.34%; AAA was 2.47%. Our TIP allocation outperformed nominal, 2.04% versus 0.72% for the quarter. This was due to being off the run with a higher coupon compared to the nominal, on-the-run TIPs.

I have also added our standard BNY Mellon presentation so you and the other council members could see the town's overall relationship. I look forward to presenting at the next Town Council meeting. Should you have any questions, please give me a call.

Warm regards,



Gerardo Rodriguez, CFP®
VP – Wealth Manager

BNY Mellon Wealth Management

A Presentation for: Town of Bay Harbor Islands As of March 31, 2023

Jerry Rodriguez, CFP®
Vice President

Gerardo.rodriguez@bnymellon.com

1450 Brickell Avenue, Suite 2700
Miami, FL 33131
(305) 810-2926

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TOWN OF BAY HARBOR ISLANDS - ASSET SUMMARY

As of March 31, 2023

| | Contingency Fund | General Fund | Water Fund | Combined Accounts |
|-------------------------------|-------------------------|---------------------|-------------------|--------------------------|
| <i>Account Numbers</i> | | | | |
| <i>Market Values as of:</i> | | | | |
| <i>12/31/2003</i> | 1,850,986 | 3,898,522 | 1,617,841 | 7,367,350 |
| <i>12/31/2004</i> | 1,884,393 | 3,980,278 | 1,649,635 | 7,514,307 |
| <i>12/31/2005</i> | 1,898,590 | 4,879,864 | 1,661,436 | 8,439,890 |
| <i>12/31/2006</i> | 1,196,089 | 5,042,556 | 1,718,267 | 7,956,912 |
| <i>12/31/2007</i> | 1,278,555 | 2,268,410 | 1,837,152 | 5,384,116 |
| <i>12/31/2008</i> | 1,355,544 | 2,421,781 | 1,437,731 | 5,215,056 |
| <i>12/31/2009</i> | 1,419,099 | 2,524,553 | 1,517,389 | 5,461,041 |
| <i>12/31/2010</i> | 1,481,152 | 2,637,367 | 1,584,012 | 5,702,531 |
| <i>12/31/2011</i> | 1,548,521 | 2,750,455 | 1,653,460 | 5,952,437 |
| <i>12/31/2012</i> | 1,608,014 | 2,855,250 | 1,718,841 | 6,182,106 |
| <i>12/31/2013</i> | 1,572,275 | 2,792,826 | 1,680,356 | 6,045,456 |
| <i>12/31/2014</i> | 1,597,468 | 2,837,294 | 1,706,487 | 6,141,249 |
| <i>12/31/2015</i> | 1,608,541 | 2,857,170 | 1,718,420 | 6,184,131 |
| <i>12/31/2016</i> | 1,621,799 | 2,880,951 | 1,732,327 | 6,235,076 |
| <i>12/31/2017</i> | 1,646,962 | 2,924,378 | 1,758,756 | 6,330,096 |
| <i>12/31/2018</i> | 1,656,147 | 2,941,534 | 1,769,203 | 6,366,884 |
| <i>12/31/2019</i> | 1,751,238 | 3,109,298 | 1,869,309 | 6,729,845 |
| <i>12/31/2020</i> | 1,857,534 | 3,298,941 | 1,982,325 | 7,138,800 |
| <i>12/31/2021</i> | 1,834,610 | 3,258,009 | 1,957,829 | 7,050,448 |
| <i>12/31/2022</i> | 1,681,941 | 2,987,925 | 1,795,212 | 6,465,078 |
| <i>3/31/2023</i> | 1,719,258 | 3,053,954 | 1,835,085 | 6,608,297 |
| | | | | |
| <i>Fixed Income</i> | 1,707,886 | 3,023,953 | 1,820,623 | 6,552,462 |
| <i>Cash & Equivalents</i> | 11,372 | 30,001 | 14,462 | 55,835 |
| <i>Market Value</i> | 1,719,258 | 3,053,954 | 1,835,085 | 6,608,297 |
| | | | | |
| <i>Est. Annual Income</i> | 42,898 | 76,420 | 45,567 | 164,884 |

Portfolio Comparisons

| | | | | |
|---|--------------|--------------|--------------|--------------|
| <i>Avg. Current Yield</i> | 2.52% | 2.52% | 2.50% | 2.51% |
| <i>BBG BARC Interm Govt/Credit Index*</i> | 2.64% | 2.64% | 2.64% | 2.64% |
| | | | | |
| <i>Yield to Maturity/Call</i> | 4.07% | 4.07% | 4.07% | 4.07% |
| <i>BBG BARC Interm Govt/Credit Index*</i> | 4.25% | 4.25% | 4.25% | 4.25% |
| | | | | |
| <i>Duration</i> | 3.69 | 3.70 | 3.69 | 3.69 |
| <i>BBG BARC Interm Govt/Credit Index*</i> | 3.85 | 3.85 | 3.85 | 3.85 |

Portfolio Return Comparisons

| | | | |
|---|--------------|--------------|--------------|
| <i>2023 1st Qtr Return</i> | 2.35% | 2.36% | 2.37% |
| <i>BBG BARC Interm Govt/Credit Index*</i> | 2.32% | 2.32% | 2.32% |
| | | | |
| <i>YTD Return</i> | 2.35% | 2.36% | 2.37% |
| <i>BBG BARC Interm Govt/Credit Index*</i> | 2.32% | 2.32% | 2.32% |
| | | | |
| <i>Annualized Return Since Inception</i> | 3.70% | 3.73% | 3.78% |
| <i>BBG BARC Interm Govt/Credit Index*</i> | 3.85% | 3.85% | 3.84% |

* Bloomberg completed the acquisition of Barclays Intermediate Govt/Corp Index in August 2016 changing only the Benchmark name of the index to BBG BARC Interm Govt/Credit Index.

**CONTINGENCY FUND
PERFORMANCE HISTORY**

| | Quarter Ended 1/1/2023 - 12/31/2022 | YTD 1/1/23 - 3/31/2023 | Inception Month through 3/31/2023* |
|------------------------------------|--|---------------------------|---------------------------------------|
| Taxable Fixed Income | 2.37% | 2.37% | 3.78% |
| BBG BARC Interm Govt/Credit Index | 2.33% | 2.33% | 3.93% |
| Total Account Gross of Fees | 2.35% | 2.35% | 3.70% |
| Total Account Net of Fees | 2.27% | 2.27% | 3.21% |

Cash Flows / Market Value Summary

| | | |
|---------------------------------------|----|--------------|
| Market Value as of December 31, 2007 | \$ | 1,278,554.82 |
| Market Value as of December 31, 2008 | \$ | 1,355,543.65 |
| Market Value as of December 31, 2009 | \$ | 1,419,099.12 |
| Market Value as of December 31, 2010 | \$ | 1,481,152.29 |
| Market Value as of December 31, 2011 | \$ | 1,548,521.46 |
| Net Contribution / Withdrawals - 2012 | \$ | (7,947.92) |
| Market Value as of December 31, 2012 | \$ | 1,597,499.67 |
| Net Contribution / Withdrawals - 2013 | \$ | (7,973.65) |
| Market Value as of December 31, 2013 | \$ | 1,582,397.20 |
| Net Contribution / Withdrawals - 2014 | \$ | (7,594.39) |
| Market Value as of December 31, 2014 | \$ | 1,597,468.21 |
| Net Contribution / Withdrawals - 2015 | \$ | (7,287.45) |
| Market Value as of December 31, 2015 | \$ | 1,608,540.98 |
| Net Contribution / Withdrawals - 2016 | \$ | (7,341.05) |
| Market Value as of December 31, 2016 | \$ | 1,621,798.57 |
| Net Contribution / Withdrawals - 2017 | \$ | (7,247.50) |
| Market Value as of December 31, 2017 | \$ | 1,646,962.12 |
| Net Contribution / Withdrawals - 2018 | \$ | (7,163.88) |
| Market Value as of December 31, 2018 | \$ | 1,656,146.50 |
| Net Contribution / Withdrawals - 2019 | \$ | (7,749.10) |
| Market Value as of December 31, 2019 | \$ | 1,751,238.00 |
| Net Contribution / Withdrawals - 2020 | \$ | (8,250.72) |
| Market Value as of December 31, 2020 | \$ | 1,866,211.00 |
| Net Contribution / Withdrawals 2021 | \$ | (7,698.67) |
| Market Value as of December 31, 2021 | \$ | 1,834,609.95 |
| Net Contribution / Withdrawals 2022 | \$ | (6,095.58) |
| Market Value as of December 31, 2022 | \$ | 1,795,211.93 |
| Net Contribution / Withdrawals 2023 | \$ | (1,331.78) |
| Market Value as of March 31, 2023 | \$ | 1,719,258.00 |

*Inception Dates Listed Below:

Taxable Fixed Income 07/01/1997

Portfolio Profile Report

| Portfolio | |
|------------------------|---------------------------------------|
| Market Value | \$ 1,743,370 |
| Pricing Date | 03/31/2023 |
| Benchmark* | U.S. Government / Credit Intermediate |
| Benchmark Pricing Date | 03/31/2023 |

| Statistics (MV Weighted) | Portfolio | Index | Diff |
|---------------------------|-----------|-------|-------|
| Effective Duration (yrs) | 3.69 | 3.85 | -0.16 |
| Eff Duration vs Index (%) | 95.84 | | |
| Average Life (yrs) | 4.05 | 4.29 | -0.29 |
| Yield to Maturity (%) | 4.07 | 4.25 | -0.18 |
| Yield to Worst (%) | 4.06 | 4.25 | -0.19 |
| | | | |
| Average Credit Quality | AA+ / Aa1 | AA+ | |
| Average Coupon (%) | 2.37 | 2.48 | -0.11 |
| Average Price (\$) | 94.38 | 93.90 | 0.48 |
| Current Yield (%) | 2.52 | 2.64 | -0.12 |

| Credit Quality | %Portfolio | %Index | %Diff |
|----------------|------------|--------|--------|
| AAA | 59.73 | 66.81 | -7.08 |
| AA | 7.68 | 3.46 | 4.22 |
| A | 30.64 | 14.31 | 16.33 |
| BBB | 0.52 | 15.41 | -14.89 |
| <BBB | - | - | - |
| NR | 1.43 | - | 1.43 |

| Effective Duration (yrs) | %Portfolio | %Index | %Diff |
|--------------------------|------------|--------|-------|
| NA | - | - | - |
| <0 | - | - | - |
| 0 to 1 | 7.45 | 0.48 | 6.97 |
| 1 to 3 | 33.98 | 41.40 | -7.42 |
| 3 to 4 | 22.03 | 15.05 | 6.98 |
| 4 to 6 | 24.68 | 26.01 | -1.33 |
| 6 to 8.5 | 11.85 | 17.05 | -5.20 |
| >8.5 | - | - | - |

| Eff Maturity (Avg Life yrs) | %Portfolio | %Index | %Diff |
|-----------------------------|------------|--------|--------|
| < 0 | - | - | - |
| 0 to 1 | 7.45 | 0.16 | 7.29 |
| 1 to 3 | 27.96 | 39.25 | -11.29 |
| 3 to 5 | 37.68 | 27.08 | 10.60 |
| 5 to 10 | 26.92 | 33.52 | -6.60 |
| 10 to 20 | - | - | - |
| > 20 | - | - | - |

| Final Maturity (yrs) | %Portfolio | %Index | %Diff |
|----------------------|------------|--------|--------|
| < 0 | - | - | - |
| 0 to 1 | 7.45 | - | 7.45 |
| 1 to 3 | 27.96 | 38.70 | -10.74 |
| 3 to 5 | 36.51 | 27.00 | 9.51 |
| 5 to 10 | 28.09 | 34.30 | -6.21 |
| 10 to 20 | - | - | - |
| > 20 | - | - | - |

| Coupon | %Portfolio | %Index | %Diff |
|----------|------------|--------|-------|
| < 3% | 60.79 | 63.52 | -2.73 |
| 3% to 4% | 31.60 | 18.01 | 13.59 |
| 4% to 5% | 6.44 | 12.75 | -6.31 |
| 5% to 6% | 1.17 | 3.43 | -2.26 |
| 6% to 7% | - | 1.36 | -1.36 |
| > 7% | - | 0.93 | -0.93 |

| Sector Weightings | %Portfolio | %Index | %Diff |
|--------------------------|------------|--------|--------|
| Treasuries | 50.92 | 62.20 | -11.28 |
| U.S. TIPS | 1.71 | - | 1.71 |
| Govt Related Agencies | 7.37 | 3.38 | 3.99 |
| Govt Related Loc Auth | 2.41 | 0.59 | 1.82 |
| Govt Related Sovereign | - | 0.87 | -0.87 |
| Govt Related Supranatl | - | 2.44 | -2.44 |
| Corporates Financial | 14.85 | 12.71 | 2.14 |
| Corporates Industrial | 20.23 | 15.84 | 4.39 |
| Corporates Utility | 2.50 | 1.95 | 0.55 |
| Securitized ABS | - | - | - |
| Securitized CMBS | - | - | - |
| Securitized MBS Pass | - | - | - |
| Securitized Covered | - | - | - |
| Securitized CMO | - | - | - |
| N/A | - | - | - |

*Benchmark index belongs to the Bloomberg family of Indices. The rating logic is the Bloomberg Index Rating.

TOWN OF BAY HARBOR CONTING-IMA

TOWN OF BAY HARBOR CONTING-IMA

Date Range: 7/1/1997 through 3/31/2023

| Class | Benchmark | Portfolio Allocation | Last 3 Months | | Year To Date | | Selected Dates ¹ | |
|-----------------------------|------------------------------------|----------------------|---------------|------------------|--------------|------------------|-----------------------------|------------------|
| | | | Class Return | Benchmark Return | Class Return | Benchmark Return | Class Return | Benchmark Return |
| Cash and Cash Equivalents | Lipper Money Market Index | -0.78% | 0.80% | 1.07% | 0.80% | 1.07% | 1.71% | 1.80% |
| | Not Applicable | | - | 0.00% | - | 0.00% | - | 0.00% |
| Fixed Income | Bloomberg Interm Govt/Credit Index | 100.78% | 2.37% | 2.33% | 2.37% | 2.33% | 3.78% | 3.93% |
| | Intermediate Muni Bond Index | | - | 2.38% | - | 2.38% | - | 4.25% |
| | Bloomberg Interm Govt/Credit Index | | - | 2.33% | - | 2.33% | - | 3.93% |
| Totals | Class Blended Benchmark | 100.00% | 2.35% | 2.32% | 2.35% | 2.32% | 3.70% | 3.85% |
| Totals (Net of Fees) | Class Blended Benchmark | 100.00% | 2.27% | 2.32% | 2.27% | 2.32% | 3.21% | 3.85% |

Information in this report is based on sources believed to be reliable but is not guaranteed. The information herein is not intended to be investment, tax or legal advice. Please consult with your tax or legal professional before taking action based on this information. Past performance is not indicative of future results.

FOOTNOTES:

¹ Annualized Return

Account summary

March 1, 2023 - March 31, 2023

Investment Manager For Town Of
 Bay Harbor Islands Broad Causeway
 Contingency Fund Under Agreement
 Dated December 3, 2018

Account activity

Market value

| | |
|---|-----------------|
| Market value as of March 1, 2023: | \$ 1,680,672.92 |
| Additions | 234.25 |
| Withdrawals | -234.25 |
| Change in investment value (Net of fees, includes income) | 38,585.33 |
| Market value as of March 31, 2023: | \$ 1,719,258.25 |
| Accrued income as of March 31, 2023: | 10,436.16 |
| Total market value plus accrued income | \$ 1,729,694.41 |

Cash and money market activity

| | |
|---|--------------|
| Cash/money market balance as of March 1, 2023: | \$ 16,559.47 |
| Income | 3,100.88 |
| Receipts | 234.25 |
| Sales/Maturities | 50,378.90 |
| Disbursements | -727.40 |
| Purchases | -58,173.66 |
| Cash/money market balance as of March 31, 2023: | \$ 11,372.44 |

Income summary

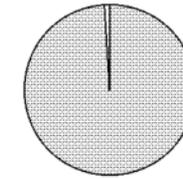
| | This period | Year to date |
|---------------------|-------------|--------------|
| Interest tax exempt | \$ 0.00 | \$ 0.00 |
| Interest taxable | 3,100.88 | 9,728.71 |
| Dividends | 0.00 | 0.00 |
| Other asset income | 0.00 | 0.00 |
| Total income | \$ 3,100.88 | \$ 9,728.71 |

| | Short term | Long term |
|---|-------------|-------------|
| Year to date realized net gain/loss | \$-1,983.58 | \$-3,518.51 |
| (For annual tax preparation please refer to your annual tax letter) | | |

Account profile

Investment objective:
 Fixed income

Asset allocation



1% Cash & cash equivalents
 99% Fixed income

Asset summary

| | Market value |
|---|-----------------|
| Cash & cash equivalents | \$ 11,372.44 |
| (Includes income cash of \$ 1,349,835.61) | |
| Fixed income | 1,707,885.81 |
| Total assets | \$ 1,719,258.25 |

Bond maturities

| Less than 1 year | 1 to 5 years | 5 to 10 years | over 10 years | |
|------------------|-----------------|---------------|---------------|----------------|
| \$ 130,000.00 | \$ 1,160,954.50 | \$ 520,000.00 | \$ 0.00 | Par value |
| 7.2% | 64.1% | 28.7% | 0.0% | % of par value |



Asset detail

Cash and cash equivalents

| | Description | Market value | Tax cost | Unrealized gain (or loss) | Estimated annual income | Current yield | Pct of holdings |
|---------------------------------|--|---------------|--------------|---------------------------|-------------------------|---------------|-----------------|
| 11,372.44 | CRA (BNY Mellon, N.A., Member FDIC) (Principal Holding) | \$ 11,372.44 | \$ 11,372.44 | | \$ 485.90 | 4.3% | 0.7% |
| | Principal Cash | -1,349,835.61 | | | | | |
| | Income Cash | 1,349,835.61 | | | | | |
| Total cash and cash equivalents | | \$ 11,372.44 | \$ 11,372.44 | \$ 0.00 | \$ 485.90 | | 0.7% |

Fixed income

Taxable

Individual securities Treasury

| Shares/par value | Description | Market price | Market value | Tax cost | Unrealized gain (or loss) | Average tax cost | Estimated annual income | Current yield | Pct of holdings |
|------------------|---|--------------|--------------|--------------|---------------------------|------------------|-------------------------|---------------|-----------------|
| 20,000 | U S Treasury Note DTD 9/30/2022 4.25% 9/30/2024 Cusip: 91282CFN6 Moody's: AAA S&P: AA+ | \$ 99.8870 | \$ 19,977.40 | \$ 20,006.25 | \$ -28.85 | \$ 100.030 | \$ 850.00 | 4.3% | 1.2% |
| 25,000 | United States Treasury Notes DTD 11/15/2014 2.25% 11/15/2024 Cusip: 912828G38 Moody's: AAA S&P: AA+ | 96.8630 | 24,215.75 | 25,928.51 | -1,712.76 | 103.710 | 562.50 | 2.3 | 1.4 |
| 45,000 | United States Treasury Note DTD 2/15/2015 2% 2/15/2025 Cusip: 912828J27 Moody's: AAA S&P: AA+ | 96.1410 | 43,263.45 | 43,958.79 | -695.34 | 97.690 | 900.00 | 2.1 | 2.5 |
| 5,000 | U S Treasury Note DTD 3/2/2020 1.25% 2/28/2025 Cusip: 912828ZC7 Moody's: AAA S&P: N/A | 94.5550 | 4,727.75 | 5,198.83 | -471.08 | 103.980 | 56.25 | 1.2 | 0.3 |
| 25,000 | U S Treasury Note DTD 4/15/2022 2.625% 4/15/2025 Cusip: 91282CEH0 Moody's: AAA S&P: AA+ | 97.1800 | 24,295.00 | 24,840.82 | -545.82 | 99.360 | 656.25 | 2.7 | 1.4 |
| 55,000 | U S Treasury Note DTD 5/15/2022 2.75% 5/15/2025 Cusip: 91282CEQ0 Moody's: AAA S&P: AA+ | 97.3750 | 53,556.25 | 55,053.71 | -1,497.46 | 100.100 | 1,512.50 | 2.8 | 3.1 |

March 1 - March 31, 2023

Fixed income

Taxable

Individual securities Treasury
continued

| Shares/par value | Description | Market price | Market value | Tax cost | Unrealized gain (or loss) | Average tax cost | Estimated annual income | Current yield | Pct of holdings |
|------------------|---|--------------|--------------|-----------|---------------------------|------------------|-------------------------|---------------|-----------------|
| 50,000 | United States Treas Nts 0.2500% DTD 5/31/2020 .25% 5/31/2025 Cusip: 912828ZT0 Moody's: AAA S&P: AA+ | 92.2730 | 46,136.50 | 49,875.00 | -3,738.50 | 99.750 | 125.00 | 0.3 | 2.7 |
| 5,000 | U S Treasury Note DTD 8/15/2022 3.125% 8/15/2025 Cusip: 91282CFE6 Moody's: AAA S&P: AA+ | 98.1210 | 4,906.05 | 4,943.75 | -37.70 | 98.880 | 156.25 | 3.2 | 0.3 |
| 20,000 | United States Treasury Note DTD 10/15/2022 4.125% 10/15/2025 Cusip: 91282CFP1 Moody's: AAA S&P: AA+ | 100.7730 | 20,154.60 | 19,901.56 | 253.04 | 99.510 | 825.00 | 4.1 | 1.2 |
| 15,000 | US Treasury Note DTD 2/15/2023 4% 2/15/2026 Cusip: 91282CGL9 Moody's: AAA S&P: AA+ | 100.4140 | 15,062.10 | 14,756.84 | 305.26 | 98.380 | 600.00 | 4.0 | 0.9 |
| 15,000 | United States Treasury Note DTD 5/16/2016 1.625% 5/15/2026 Cusip: 912828R36 Moody's: AAA S&P: AA+ | 93.6290 | 14,044.35 | 13,784.77 | 259.58 | 91.900 | 243.75 | 1.7 | 0.8 |
| 45,000 | United States Treasury Note DTD 9/30/2019 1.625% 9/30/2026 Cusip: 912828YG9 Moody's: AAA S&P: AA+ | 93.0740 | 41,883.30 | 45,000.40 | -3,117.10 | 100.000 | 731.25 | 1.8 | 2.4 |
| 30,000 | U S Treasury Note 1.125% 11/30/2026 Cusip: 91282CDK4 Moody's: AAA S&P: AA+ | 91.4770 | 27,443.10 | 29,966.02 | -2,522.92 | 99.890 | 337.50 | 1.2 | 1.6 |
| 25,000 | U S Treasury Note DTD 12/31/2021 1.25% 12/31/2026 Cusip: 91282CDQ1 Moody's: AAA S&P: N/A | 91.3440 | 22,836.00 | 24,952.15 | -2,116.15 | 99.810 | 312.50 | 1.4 | 1.3 |
| 30,954.50 | U S Treasury Inflation Indexed Bond DTD 1/15/2017 0.375% 1/15/2027 Cusip: 912828V49 Moody's: AAA S&P: AA+ | 96.3710 | 29,831.16 | 30,782.71 | -951.55 | 99.450 | 116.08 | 0.4 | 1.7 |
| 20,000 | United States Treasury Note DTD 02/15/2017 2.25% 02/15/2027 Cusip: 912828V98 Moody's: AAA S&P: AA+ | 94.7380 | 18,947.60 | 19,626.95 | -679.35 | 98.130 | 450.00 | 2.4 | 1.1 |

Fixed income

Taxable

Individual securities Treasury
continued

| Shares/par value | Description | Market price | Market value | Tax cost | Unrealized gain (or loss) | Average tax cost | Estimated annual income | Current yield | Pct of holdings |
|------------------|---|--------------|--------------|-----------|---------------------------|------------------|-------------------------|---------------|-----------------|
| 25,000 | Treasury Note DTD 3/2/2020 1.375% 2/28/2027 Cusip: 912828ZB9 Moody's: AAA S&P: N/A | 90.7540 | 22,688.50 | 25,713.87 | -3,025.37 | 102.860 | 281.25 | 1.2 | 1.3 |
| 40,000 | United States Treasury Note DTD 3/31/2020 .625% 3/31/2027 Cusip: 912828ZE3 Moody's: AAA S&P: AA+ | 88.6560 | 35,462.40 | 40,031.25 | -4,568.85 | 100.080 | 250.00 | 0.7 | 2.1 |
| 40,000 | United States Treasury Note DTD 4/30/2020 .5% 4/30/2027 Cusip: 912828ZN3 Moody's: AAA S&P: AA+ | 88.0430 | 35,217.20 | 40,004.69 | -4,787.49 | 100.010 | 200.00 | 0.6 | 2.1 |
| 30,000 | US Treasury N/B DTD 7/31/2022 2.750% 7/31/2027 Cusip: 91282CFB2 Moody's: AAA S&P: AA+ | 96.3050 | 28,891.50 | 29,391.21 | -499.71 | 97.970 | 825.00 | 2.9 | 1.7 |
| 15,000 | US Treasury N/B DTD 11/30/2022 3.875% 11/30/2027 Cusip: 91282CFZ9 Moody's: AAA S&P: N/A | 101.0390 | 15,155.85 | 15,170.51 | -14.66 | 101.140 | 581.25 | 3.8 | 0.9 |
| 35,000 | US Treasury N/B DTD 01/03/2023 0% 12/31/2027 Cusip: 91282CGC9 Moody's: AAA S&P: AA+ | 101.0510 | 35,367.85 | 35,399.22 | -31.37 | 101.140 | 1,312.50 | 3.7 | 2.1 |
| 35,000 | United States Treasury Note DTD 1/31/2021 .75% 1/31/2028 Cusip: 91282CBJ9 Moody's: AAA S&P: AA+ | 87.3440 | 30,570.40 | 34,860.55 | -4,290.15 | 99.600 | 262.50 | 0.9 | 1.8 |
| 10,000 | United States Treasury Note DTD 11/15/2018 3.125% 11/15/2028 Cusip: 9128285M8 Moody's: AAA S&P: AA+ | 97.4840 | 9,748.40 | 10,396.88 | -648.48 | 103.970 | 312.50 | 3.2 | 0.6 |
| 10,000 | United States Treasury Note DTD 2/15/2019 2.625% 2/15/2029 Cusip: 9128286B1 Moody's: AAA S&P: N/A | 94.8200 | 9,482.00 | 9,962.89 | -480.89 | 99.630 | 262.50 | 2.8 | 0.6 |
| 35,000 | United States Treas Note DTD 5/15/2019 2.5% 5/15/2029 Cusip: 9128286T2 Moody's: AAA S&P: AA+ | 93.3010 | 32,655.35 | 36,410.16 | -3,754.81 | 104.030 | 831.25 | 2.6 | 1.9 |

March 1 - March 31, 2023

Fixed income

Taxable

Individual securities Treasury
continued

| Shares/par value | Description | Market price | Market value | Tax cost | Unrealized gain (or loss) | Average tax cost | Estimated annual income | Current yield | Pct of holdings |
|------------------|--|--------------|--------------|-----------|---------------------------|------------------|-------------------------|---------------|-----------------|
| 25,000 | U S Treasury N/B DTD 7/31/2022 2.625% 7/31/2029 Cusip: 91282CFC0 Moody's: AAA S&P: AA+ | 94.5780 | 23,644.50 | 24,442.38 | -797.88 | 97.770 | 656.25 | 2.8 | 1.4 |
| 25,000 | United States Treasury Note/Bond - DTD 8/15/2019 1.625% 8/15/2029 Cusip: 912828YB0 Moody's: AAA S&P: AA+ | 89.1950 | 22,298.75 | 25,172.86 | -2,874.11 | 100.690 | 406.25 | 1.8 | 1.3 |
| 35,000 | U S Treasury Note DTD 8/31/2022 3.125% 8/31/2029 Cusip: 91282CFJ5 Moody's: AAA S&P: N/A | 97.3400 | 34,069.00 | 34,203.90 | -134.90 | 97.730 | 1,093.75 | 3.2 | 2.0 |
| 10,000 | U S Treasury N/B DTD 11/30/2022 3.875% 11/30/2029 Cusip: 91282CFY2 Moody's: AAA S&P: AA+ | 101.7310 | 10,173.10 | 10,119.92 | 53.18 | 101.200 | 387.50 | 3.8 | 0.6 |
| 25,000 | US Treasury N/B DTD 1/3/2023 3.625% 12/31/2029 Cusip: 91282CGB1 Moody's: AAA S&P: AA+ | 101.8050 | 25,451.25 | 25,329.10 | 122.15 | 101.320 | 906.25 | 3.6 | 1.5 |
| 30,000 | U S Treasury Note DTD 11/15/2021 1.375% 11/15/2031 Cusip: 91282CDJ7 Moody's: AAA S&P: AA+ | 84.4060 | 25,321.80 | 29,039.06 | -3,717.26 | 96.800 | 412.50 | 1.6 | 1.5 |
| 20,000 | U S Treasury Note DTD 5/15/2022 2.875% 5/15/2032 Cusip: 91282CEP2 Moody's: AAA S&P: AA+ | 95.1640 | 19,032.80 | 19,654.10 | -621.30 | 98.270 | 575.00 | 3.0 | 1.1 |
| 25,000 | U S Treasury N/B DTD 11/15/2022 4% 11/15/2032 Cusip: 91282CFV8 Moody's: AAA S&P: N/A | 105.0780 | 26,269.50 | 26,239.46 | 30.04 | 104.960 | 1,000.00 | 3.8 | 1.5 |
| 35,000 | United States Treasury Notes DTD 2/15/2023 3.5% 2/15/2033 Cusip: 91282CGM7 Moody's: AAA S&P: AA+ | 100.1560 | 35,054.60 | 33,657.42 | 1,397.18 | 96.160 | 1,225.00 | 3.5 | 2.0 |

Individual securities Government related

| Shares/par value | Description | Market price | Market value | Tax cost | Unrealized gain (or loss) | Average tax cost | Estimated annual income | Current yield | Pct of holdings |
|------------------|--|--------------|--------------|--------------|---------------------------|------------------|-------------------------|---------------|-----------------|
| 15,000 | Federal Home Loan Banks DTD 4/28/2021 0.625% 10/28/2024 Cusip: 3130ALZS6 Moody's: AAA S&P: AA+ | \$ 94.2470 | \$ 14,137.05 | \$ 15,000.00 | \$ -862.95 | \$ 100.000 | \$ 93.75 | 0.7% | 0.8% |
| 20,000 | Federal Home Loan Mortgage Corp DTD 8/12/2020 0.6% 8/12/2025 Cusip: 3134GWND4 Moody's: AAA S&P: N/A | 92.2000 | 18,440.00 | 20,000.00 | -1,560.00 | 100.000 | 120.00 | 0.7 | 1.1 |
| 20,000 | Federal National Mortgage Assn DTD 8/19/2020 0.55% 8/19/2025 Cusip: 3136G4H63 Moody's: AAA S&P: AA+ | 92.0430 | 18,408.60 | 20,000.00 | -1,591.40 | 100.000 | 110.00 | 0.6 | 1.1 |
| 20,000 | Federal Home Loan Mortgage Corp DTD 8/30/2022 4.05% 8/28/2025 Cusip: 3134GXS54 Moody's: AAA S&P: AA+ | 98.6250 | 19,725.00 | 20,004.80 | -279.80 | 100.020 | 810.00 | 4.1 | 1.2 |
| 20,000 | Federal Home Loan Banks DTD 3/30/2022 2.75% 3/25/2027 Cusip: 3130ARAB7 Moody's: AAA S&P: AA+ | 94.8440 | 18,968.80 | 20,000.00 | -1,031.20 | 100.000 | 550.00 | 2.9 | 1.1 |
| 20,000 | Federal Home Bank Loan DTD 4/08/2022 3% 3/25/2027 Cusip: 3130ARDV0 Moody's: AAA S&P: AA+ | 95.5070 | 19,101.40 | 20,000.00 | -898.60 | 100.000 | 600.00 | 3.1 | 1.1 |
| 20,000 | Federal Farm Credit Bank DTD 4/12/2022 3.33% 4/12/2027 Cusip: 3133ENUH1 Moody's: AAA S&P: AA+ | 96.3430 | 19,268.60 | 20,000.00 | -731.40 | 100.000 | 666.00 | 3.5 | 1.1 |

Individual securities Corporate

| Shares/par value | Description | Market price | Market value | Tax cost | Unrealized gain (or loss) | Average tax cost | Estimated annual income | Current yield | Pct of holdings |
|------------------|--|--------------|--------------|--------------|---------------------------|------------------|-------------------------|---------------|-----------------|
| 25,000 | United Parcel Service DTD 11/14/2017 2.5% 4/1/2023 Cusip: 911312BK1 Moody's: A2 S&P: A | \$ 100.0000 | \$ 25,000.00 | \$ 24,286.25 | \$ 713.75 | \$ 97.150 | \$ 625.00 | 2.5% | 1.5% |
| 25,000 | JP Morgan Chase & Co DTD 5/1/2013 3.375% 5/1/2023 Cusip: 46625HJJ0 Moody's: A3 S&P: BBB+ | 99.8000 | 24,950.00 | 24,865.50 | 84.50 | 99.460 | 843.75 | 3.4 | 1.5 |
| 20,000 | Microsoft Corp DTD 12/6/2013 3.625% 12/15/2023 Cusip: 594918AW4 Moody's: AAA S&P: AAA | 99.4870 | 19,897.40 | 21,631.40 | -1,734.00 | 108.160 | 725.00 | 3.6 | 1.2 |

March 1 - March 31, 2023

Individual securities Corporate
continued

| Shares/par value | Description | Market price | Market value | Tax cost | Unrealized gain (or loss) | Average tax cost | Estimated annual income | Current yield | Pct of holdings |
|------------------|--|--------------|--------------|-----------|---------------------------|------------------|-------------------------|---------------|-----------------|
| 20,000 | Citibank Na DTD 1/23/2019 3.65% 1/23/2024 Cusip: 17325FAS7 Moody's: AA3 S&P: A+ | 98.6290 | 19,725.80 | 20,989.40 | -1,263.60 | 104.950 | 730.00 | 3.7 | 1.2 |
| 10,000 | Paccar Financial Corp DTD 2/2/2021 0.35% 2/2/2024 Cusip: 69371RR24 Moody's: A1 S&P: A+ | 96.0660 | 9,606.60 | 9,988.40 | -381.80 | 99.880 | 35.00 | 0.4 | 0.6 |
| 25,000 | Blackrock Inc DTD 3/18/2014 3.5% 3/18/2024 Cusip: 09247XAL5 Moody's: AA3 S&P: AA- | 98.5410 | 24,635.25 | 27,171.75 | -2,536.50 | 108.690 | 875.00 | 3.6 | 1.4 |
| 10,000 | Toyota Motor Credit Corp DTD 10/7/2019 2% 10/7/2024 Cusip: 89236TGL3 Moody's: A1 S&P: A+ | 96.2020 | 9,620.20 | 9,991.00 | -370.80 | 99.910 | 200.00 | 2.1 | 0.6 |
| 5,000 | Target Corp DTD 3/31/2020 2.25% 4/15/2025 Cusip: 87612EBL9 Moody's: A2 S&P: A | 96.0750 | 4,803.75 | 4,991.70 | -187.95 | 99.830 | 112.50 | 2.3 | 0.3 |
| 20,000 | Honeywell International DTD 5/18/2020 1.35% 6/1/2025 Cusip: 438516CB0 Moody's: A2 S&P: A | 93.8270 | 18,765.40 | 20,476.80 | -1,711.40 | 102.380 | 270.00 | 1.4 | 1.1 |
| 10,000 | Amazon.Com Inc DTD 6/3/2020 0.8% 6/3/2025 Cusip: 023135BQ8 Moody's: A1 S&P: AA | 93.0410 | 9,304.10 | 9,996.10 | -692.00 | 99.960 | 80.00 | 0.9 | 0.5 |
| 20,000 | B B & T Corporation DTD 06/05/2018 3.7% 06/05/2025 Cusip: 05531FBE2 Moody's: A3 S&P: A- | 95.3020 | 19,060.40 | 22,279.40 | -3,219.00 | 111.400 | 740.00 | 3.9 | 1.1 |
| 15,000 | State Street Corp DTD 8/18/2015 3.55% 8/18/2025 Cusip: 857477AT0 Moody's: A1 S&P: A | 96.3950 | 14,459.25 | 16,741.80 | -2,282.55 | 111.610 | 532.50 | 3.7 | 0.8 |
| 15,000 | Wells Fargo Co DTD 9/28/2015 3.55% 9/29/2025 Cusip: 94974BGP9 Moody's: A1 S&P: BBB+ | 96.1530 | 14,422.95 | 15,092.25 | -669.30 | 100.620 | 532.50 | 3.7 | 0.8 |
| 10,000 | Bristol-Myers Squibb Co DTD 11/13/2020 0.75% 11/13/2025 Cusip: 110122DN5 Moody's: A2 S&P: A+ | 91.3380 | 9,133.80 | 9,764.40 | -630.60 | 97.640 | 75.00 | 0.8 | 0.5 |

Individual securities Corporate
continued

| Shares/par value | Description | Market price | Market value | Tax cost | Unrealized gain (or loss) | Average tax cost | Estimated annual income | Current yield | Pct of holdings |
|------------------|---|--------------|--------------|-----------|---------------------------|------------------|-------------------------|---------------|-----------------|
| 20,000 | Bank Of America Corp DTD 1/23/2018 Fltg Rate 1/23/2026 Cusip: 06051GGZ6 Moody's: A2 S&P: A- | 96.1740 | 19,234.80 | 19,684.80 | -450.00 | 98.420 | 673.20 | 3.5 | 1.1 |
| 10,000 | Caterpillar Finl Service DTD 3/1/2021 0.9% 3/2/2026 Cusip: 14913R2K2 Moody's: A2 S&P: A | 90.6810 | 9,068.10 | 9,977.10 | -909.00 | 99.770 | 90.00 | 1.0 | 0.5 |
| 20,000 | Target Corp DTD 4/11/2016 2.5% 4/15/2026 Cusip: 87612EBE5 Moody's: A2 S&P: A | 95.9970 | 19,199.40 | 19,606.10 | -406.70 | 98.030 | 500.00 | 2.6 | 1.1 |
| 20,000 | U S Bancorp DTD 4/26/2016 3.1% 4/27/2026 Cusip: 91159HHM5 Moody's: A2 S&P: A | 92.8940 | 18,578.80 | 19,980.20 | -1,401.40 | 99.900 | 620.00 | 3.3 | 1.1 |
| 25,000 | Unitedhealth Group Inc DTD 5/19/2021 1.15% 5/15/2026 Cusip: 91324PEC2 Moody's: A3 S&P: A+ | 90.9250 | 22,731.25 | 24,956.50 | -2,225.25 | 99.830 | 287.50 | 1.3 | 1.3 |
| 10,000 | General Dynamics Corp DTD 5/10/2021 1.15% 6/1/2026 Cusip: 369550BN7 Moody's: A3 S&P: A- | 90.6570 | 9,065.70 | 9,988.95 | -923.25 | 99.890 | 115.00 | 1.3 | 0.5 |
| 25,000 | John Deere Capital Corp DTD 6/17/2021 1.05% 6/17/2026 Cusip: 24422EVR7 Moody's: A2 S&P: A | 90.2800 | 22,570.00 | 24,958.75 | -2,388.75 | 99.840 | 262.50 | 1.2 | 1.3 |
| 10,000 | American Honda Finance DTD 9/9/2021 1.3% 9/9/2026 Cusip: 02665WDZ1 Moody's: A3 S&P: A- | 89.6760 | 8,967.60 | 10,011.85 | -1,044.25 | 100.120 | 130.00 | 1.5 | 0.5 |
| 20,000 | 3M Company DTD 9/19/2016 2.25% 9/19/2026 Cusip: 88579YAV3 Moody's: A1 S&P: A | 92.3020 | 18,460.40 | 19,784.00 | -1,323.60 | 98.920 | 450.00 | 2.4 | 1.1 |
| 10,000 | Premier Health Partners DTD 8/31/2016 2.911% 11/15/2026 Cusip: 74052BAA5 Moody's: BAA1 S&P: N/A | 90.3010 | 9,030.10 | 10,000.00 | -969.90 | 100.000 | 291.10 | 3.2 | 0.5 |
| 25,000 | Apple Inc DTD 2/9/2017 3.35% 2/9/2027 Cusip: 037833CJ7 Moody's: AAA S&P: AA+ | 97.6460 | 24,411.50 | 25,110.50 | -699.00 | 100.440 | 837.50 | 3.4 | 1.4 |

March 1 - March 31, 2023

Individual securities Corporate
continued

| Shares/par value | Description | Market price | Market value | Tax cost | Unrealized gain (or loss) | Average tax cost | Estimated annual income | Current yield | Pct of holdings |
|------------------|--|--------------|--------------|-----------|---------------------------|------------------|-------------------------|---------------|-----------------|
| 10,000 | Snap-On Inc DTD 2/21/2017 3.25% 3/1/2027 Cusip: 833034AK7 Moody's: A2 S&P: A- | 96.0910 | 9,609.10 | 10,014.55 | -405.45 | 100.150 | 325.00 | 3.4 | 0.6 |
| 20,000 | Public Svc Elec Gas Co DTD 5/5/2017 3% 5/15/2027 Cusip: 74456QBS4 Moody's: A1 S&P: A | 94.4660 | 18,893.20 | 20,042.00 | -1,148.80 | 100.210 | 600.00 | 3.2 | 1.1 |
| 20,000 | Simon Property Group LP DTD 12/11/2017 3.375% 12/1/2027 Cusip: 828807DE4 Moody's: A3 S&P: A- | 93.3130 | 18,662.60 | 21,323.60 | -2,661.00 | 106.620 | 675.00 | 3.6 | 1.1 |
| 5,000 | Indiana Michigan Power Co DTD 5/2/2018 3.85% 5/15/2028 Mandatory Put 9/7/2018 @ 100. Cusip: 454889AS5 Moody's: A3 S&P: A- | 96.6280 | 4,831.40 | 4,984.25 | -152.85 | 99.690 | 192.50 | 4.0 | 0.3 |
| 15,000 | T J X Cos Inc DTD 11/30/2020 1.15% 5/15/2028 Cusip: 872540AV1 Moody's: A2 S&P: A | 86.8120 | 13,021.80 | 13,330.20 | -308.40 | 88.870 | 172.50 | 1.3 | 0.8 |
| 20,000 | Duke Energyflorida LLC DTD 6/21/2018 3.8% 7/15/2028 Cusip: 26444HAE1 Moody's: A1 S&P: A | 97.3370 | 19,467.40 | 20,526.00 | -1,058.60 | 102.630 | 760.00 | 3.9 | 1.1 |
| 20,000 | Morgan Stanley DTD 1/19/2023 Fltg Rate 2/1/2029 Cusip: 61747YFA8 Moody's: A1 S&P: A- | 100.7940 | 20,158.80 | 19,702.27 | 456.53 | 98.510 | 1,024.60 | 5.1 | 1.2 |
| 25,000 | PNC Financial Services DTD 4/22/2019 3.45% 4/23/2029 Cusip: 693475AW5 Moody's: A3 S&P: A- | 93.0670 | 23,266.75 | 28,715.00 | -5,448.25 | 114.860 | 862.50 | 3.7 | 1.4 |
| 20,000 | Pepsico Inc DTD 7/29/2019 2.625% 7/29/2029 Cusip: 713448EL8 Moody's: A1 S&P: A+ | 91.6590 | 18,331.80 | 21,392.80 | -3,061.00 | 106.960 | 525.00 | 2.9 | 1.1 |
| 20,000 | Home Depot Inc DTD 3/30/2020 2.7% 4/15/2030 Cusip: 437076CB6 Moody's: A2 S&P: A | 90.2810 | 18,056.20 | 21,130.40 | -3,074.20 | 105.650 | 540.00 | 3.0 | 1.1 |
| 25,000 | Costco Wholesale Corp DTD 4/20/2020 1.6% 4/20/2030 Cusip: 22160KAP0 Moody's: AA3 S&P: A+ | 84.8920 | 21,223.00 | 24,848.85 | -3,625.85 | 99.400 | 400.00 | 1.9 | 1.2 |

Individual securities Corporate
continued

| Shares/par value | Description | Market price | Market value | Tax cost | Unrealized gain (or loss) | Average tax cost | Estimated annual income | Current yield | Pct of holdings |
|------------------|--|--------------|--------------|-----------|---------------------------|------------------|-------------------------|---------------|-----------------|
| 20,000 | Northern Trust Corp DTD 5/1/2020 1.95% 5/1/2030 Cusip: 665859AV6 Moody's: A2 S&P: A+ | 83.3820 | 16,676.40 | 20,656.40 | -3,980.00 | 103.280 | 390.00 | 2.3 | 1.0 |
| 20,000 | Automatic Data Processng DTD 8/13/2020 1.25% 9/1/2030 Cusip: 053015AF0 Moody's: AA3 S&P: AA- | 81.9640 | 16,392.80 | 19,801.60 | -3,408.80 | 99.010 | 250.00 | 1.5 | 1.0 |
| 20,000 | Walmart Inc 0.0000% 9/22/2031 DTD 9/22/2021 1.8% 9/22/2031 Cusip: 931142ET6 Moody's: AA2 S&P: AA | 84.5730 | 16,914.60 | 19,943.60 | -3,029.00 | 99.720 | 360.00 | 2.1 | 1.0 |
| 10,000 | K L A Corp DTD 6/23/2022 4.65% 7/15/2032 Cusip: 482480AL4 Moody's: A2 S&P: A- | 100.9700 | 10,097.00 | 9,759.40 | 337.60 | 97.590 | 465.00 | 4.6 | 0.6 |

Individual securities Other

| Shares/par value | Description | Market price | Market value | Tax cost | Unrealized gain (or loss) | Average tax cost | Estimated annual income | Current yield | Pct of holdings |
|------------------|--|--------------|--------------|-------------|---------------------------|------------------|-------------------------|---------------|-----------------|
| 5,000 | Port Authority Of New York & Newje DTD 7/8/2020 1.086% 7/1/2023 Txbl-Consolidated Nts- Ser Aaa Cusip: 73358W4V3 Moody's: AA3 S&P: AA- | \$ 99.0350 | \$ 4,951.75 | \$ 5,000.00 | \$ -48.25 | \$ 100.000 | \$ 54.30 | 1.1% | 0.3% |
| 5,000 | California ST DTD 4/25/18 3.375% 4/1/2025 Txbl Cusip: 13063DGB8 Moody's: AA2 S&P: AA- | 98.1080 | 4,905.40 | 5,037.20 | -131.80 | 100.740 | 168.75 | 3.4 | 0.3 |
| 10,000 | State Board Of Administration DTD 9/16/2020 1.705% 7/1/2027 Cusip: 341271AE4 Moody's: AA3 S&P: AA | 89.1570 | 8,915.70 | 10,000.00 | -1,084.30 | 100.000 | 170.50 | 1.9 | 0.5 |
| 10,000 | New York ST Dorm Auth ST Personal DTD 6/23/2021 1.748% 3/15/2028 Income Tax Revenue Txbl-State Personal It Rev Bond-Ser C Cusip: 64990FD76 Moody's: N/A S&P: AA+ | 87.3870 | 8,738.70 | 10,000.00 | -1,261.30 | 100.000 | 174.80 | 2.0 | 0.5 |

Individual securities Other
continued

| Shares/par value | Description | Market price | Market value | Tax cost | Unrealized gain (or loss) | Average tax cost | Estimated annual income | Current yield | Pct of holdings |
|-------------------------------------|--|--------------|-----------------|-----------------|---------------------------|------------------|-------------------------|---------------|-----------------|
| 15,000 | University Of California DTD 3/19/2019 3.349% 7/1/2029 Revenues TxbI-Ref-Gen-Ser Bd Cusip: 91412HFG3 Moody's: AA2 S&P: AA | 94.5620 | 14,184.30 | 15,000.00 | -815.70 | 100.000 | 502.35 | 3.5 | 0.8 |
| Total taxable individual securities | | | \$ 1,707,885.81 | \$ 1,822,314.31 | \$ -114,428.50 | | \$ 42,411.68 | | 99.4% |
| Total taxable fixed income | | | \$ 1,707,885.81 | \$ 1,822,314.31 | \$ -114,428.50 | | \$ 42,411.68 | | 99.4% |
| Total fixed income | | | \$ 1,707,885.81 | \$ 1,822,314.31 | \$ -114,428.50 | | \$ 42,411.68 | | 99.4% |
| Total assets | | | \$ 1,719,258.25 | \$ 1,833,686.75 | \$ -114,428.50 | | \$ 42,897.58 | | 100.0% |

**GENERAL FUND
PERFORMANCE HISTORY**

| | Quarter Ended 1/1/2023 - 3/31/2023 | YTD 1/1/2023 - 3/31/2023 | Inception Month through 3/31/2023* |
|------------------------------------|---------------------------------------|-----------------------------|---------------------------------------|
| Taxable Fixed Income | 2.37% | 2.37% | 3.80% |
| BBG BARC Interm Govt/Credit Index | 2.33% | 2.33% | 3.93% |
| Total Account Gross of Fees | 2.36% | 2.36% | 3.73% |
| Total Account Net of Fees | 2.27% | 2.27% | 3.23% |

Cash Flows / Market Value Summary

| | |
|---------------------------------------|-----------------|
| Market Value as of December 31, 2007 | \$ 2,268,409.73 |
| Market Value as of December 31, 2008 | \$ 2,421,780.96 |
| Market Value as of December 31, 2009 | \$ 2,524,552.73 |
| Market Value as of December 31, 2010 | \$ 2,637,367.00 |
| Market Value as of December 31, 2011 | \$ 2,750,455.09 |
| Market Value as of December 31, 2012 | \$ 2,836,814.09 |
| Market Value as of December 31, 2013 | \$ 2,810,396.98 |
| Market Value as of December 31, 2014 | \$ 2,837,294.45 |
| Net Contribution / Withdrawals - 2015 | \$ (12,942.18) |
| Market Value as of December 31, 2015 | \$ 2,857,170.30 |
| Net Contribution / Withdrawals - 2016 | \$ (13,035.08) |
| Market Value as of December 31, 2016 | \$ 2,880,950.74 |
| Net Contribution / Withdrawals - 2017 | \$ (13,188.09) |
| Market Value as of December 31, 2017 | \$ 2,924,378.08 |
| Net Contribution / Withdrawals - 2018 | \$ (12,785.07) |
| Market Value as of December 31, 2018 | \$ 2,941,533.90 |
| Net Contribution / Withdrawals - 2019 | \$ (13,759.71) |
| Market Value as of December 31, 2019 | \$ 3,109,298.00 |
| Net Contribution / Withdrawals - 2020 | \$ (14,651.33) |
| Market Value as of December 31, 2020 | \$ 3,314,082.00 |
| Net Contribution / Withdrawals - 2021 | \$ (13,672.15) |
| Market Value as of December 31, 2021 | \$ 3,258,008.75 |
| Net Contribution / Withdrawals - 2022 | \$ (10,825.76) |
| Market Value as of December 31, 2022 | \$ 2,987,925.39 |
| Net Contribution / Withdrawals - 2023 | \$ (2,424.17) |
| Market Value as of March 31, 2023 | \$ 3,053,954.00 |

*Inception Dates Listed Below:

Taxable Fixed Income 7/1/1997

Portfolio Profile Report

| | |
|-------------------------------|---------------------------------------|
| Portfolio | |
| Market Value | \$ 3,082,518 |
| Pricing Date | 03/31/2023 |
| Benchmark* | U.S. Government / Credit Intermediate |
| Benchmark Pricing Date | 03/31/2023 |

| Statistics (MV Weighted) | Portfolio | Index | Diff |
|---------------------------------|-----------|-------|-------|
| Effective Duration (yrs) | 3.70 | 3.85 | -0.15 |
| Eff Duration vs Index (%) | 96.10 | | |
| Average Life (yrs) | 4.06 | 4.29 | -0.19 |
| Yield to Maturity (%) | 4.07 | 4.25 | -0.18 |
| Yield to Worst (%) | 4.06 | 4.25 | -0.19 |
| | | | |
| Average Credit Quality | AA+ / Aa1 | AA+ | |
| Average Coupon (%) | 2.37 | 2.48 | -0.11 |
| Average Price (\$) | 94.40 | 93.90 | 0.50 |
| Current Yield (%) | 2.52 | 2.64 | -0.12 |

| Credit Quality | %Portfolio | %Index | %Diff |
|-----------------------|------------|--------|--------|
| AAA | 60.78 | 66.81 | -6.03 |
| AA | 7.90 | 3.46 | 4.44 |
| A | 29.44 | 14.31 | 15.13 |
| BBB | 0.59 | 15.41 | -14.82 |
| <BBB | - | - | - |
| NR | 1.29 | - | 1.29 |

| Effective Duration (yrs) | %Portfolio | %Index | %Diff |
|---------------------------------|------------|--------|-------|
| NA | - | - | - |
| <0 | - | - | - |
| 0 to 1 | 6.97 | 0.48 | 6.49 |
| 1 to 3 | 34.54 | 41.40 | -6.86 |
| 3 to 4 | 21.44 | 15.05 | 6.39 |
| 4 to 6 | 24.83 | 26.01 | -1.18 |
| 6 to 8.5 | 12.22 | 17.05 | -4.83 |
| >8.5 | - | - | - |

| Eff Maturity (Avg Life yrs) | %Portfolio | %Index | %Diff |
|------------------------------------|------------|--------|--------|
| < 0 | - | - | - |
| 0 to 1 | 6.97 | 0.16 | 6.81 |
| 1 to 3 | 28.21 | 39.25 | -11.04 |
| 3 to 5 | 37.85 | 27.08 | 10.77 |
| 5 to 10 | 26.97 | 33.52 | -6.55 |
| 10 to 20 | - | - | - |
| > 20 | - | - | - |

| Final Maturity (yrs) | %Portfolio | %Index | %Diff |
|-----------------------------|------------|--------|--------|
| < 0 | - | - | - |
| 0 to 1 | 6.97 | - | 6.97 |
| 1 to 3 | 28.21 | 38.70 | -10.49 |
| 3 to 5 | 36.69 | 27.00 | 9.69 |
| 5 to 10 | 28.13 | 34.30 | -6.17 |
| 10 to 20 | - | - | - |
| > 20 | - | - | - |

| Coupon | %Portfolio | %Index | %Diff |
|---------------|------------|--------|-------|
| < 3% | 61.42 | 63.52 | -2.10 |
| 3% to 4% | 31.29 | 18.01 | 13.28 |
| 4% to 5% | 6.12 | 12.75 | -6.63 |
| 5% to 6% | 1.16 | 3.43 | -2.27 |
| 6% to 7% | - | 1.36 | -1.36 |
| > 7% | - | 0.93 | -0.93 |

| Sector Weightings | %Portfolio | %Index | %Diff |
|--------------------------|------------|--------|-------|
| Treasuries | 52.40 | 62.20 | -9.80 |
| U.S. TIPS | 1.74 | - | 1.74 |
| Govt Related Agencies | 6.78 | 3.38 | 3.40 |
| Govt Related Loc Auth | 2.57 | 0.59 | 1.98 |
| Govt Related Sovereign | - | 0.87 | -0.87 |
| Govt Related Supranatl | - | 2.44 | -2.44 |
| Corporates Financial | 14.30 | 12.71 | 1.59 |
| Corporates Industrial | 19.68 | 15.84 | 3.84 |
| Corporates Utility | 2.52 | 1.95 | 0.57 |
| Securitized ABS | - | - | - |
| Securitized CMBS | - | - | - |
| Securitized MBS Pass | - | - | - |
| Securitized Covered | - | - | - |
| Securitized CMO | - | - | - |
| N/A | - | - | - |

*Benchmark index belongs to the Bloomberg family of Indices. The rating logic is the Bloomberg Index Rating.

TOWN OF BAY HARBOR-GEN FUND-IMA

TOWN OF BAY HARBOR-GEN FUND-IMA

Date Range: 7/1/1997 through 3/31/2023

| Class | Benchmark | Portfolio Allocation | Last 3 Months | | Year To Date | | Selected Dates ¹ | |
|-----------------------------|------------------------------------|----------------------|---------------|------------------|--------------|------------------|-----------------------------|------------------|
| | | | Class Return | Benchmark Return | Class Return | Benchmark Return | Class Return | Benchmark Return |
| Cash and Cash Equivalents | Lipper Money Market Index | -0.32% | 0.89% | 1.07% | 0.89% | 1.07% | 1.63% | 1.80% |
| | Not Applicable | | - | 0.00% | - | 0.00% | - | 0.00% |
| Fixed Income | Bloomberg Interm Govt/Credit Index | 100.32% | 2.37% | 2.33% | 2.37% | 2.33% | 3.80% | 3.93% |
| | Intermediate Muni Bond Index | | - | 2.38% | - | 2.38% | - | 4.25% |
| | Bloomberg Interm Govt/Credit Index | | - | 2.33% | - | 2.33% | - | 3.93% |
| Totals | Class Blended Benchmark | 100.00% | 2.36% | 2.32% | 2.36% | 2.32% | 3.73% | 3.85% |
| Totals (Net of Fees) | Class Blended Benchmark | 100.00% | 2.27% | 2.32% | 2.27% | 2.32% | 3.23% | 3.85% |

Information in this report is based on sources believed to be reliable but is not guaranteed. The information herein is not intended to be investment, tax or legal advice. Please consult with your tax or legal professional before taking action based on this information. Past performance is not indicative of future results.

FOOTNOTES:

¹ Annualized Return

Account summary

March 1, 2023 - March 31, 2023

Investment Manager For Town Of Bay
Harbor Islands General Fund Under
Agreement Dated December 3, 2018

Account activity

Market value

| | |
|---|-----------------|
| Market value as of March 1, 2023: | \$ 2,985,390.95 |
| Additions | 421.65 |
| Withdrawals | -421.65 |
| Change in investment value (Net of fees, includes income) | 68,563.03 |
| Market value as of March 31, 2023: | \$ 3,053,953.98 |
| Accrued income as of March 31, 2023: | 18,561.73 |
| Total market value plus accrued income | \$ 3,072,515.71 |

Cash and money market activity

| | | | |
|---|--------------|---------------|-------------|
| Cash/money market balance as of March 1, 2023: | \$ 46,740.26 | | |
| Income | 5,561.03 | | |
| Receipts | 421.65 | Disbursements | -1,297.57 |
| Sales/Maturities | 90,114.38 | Purchases | -111,539.11 |
| Cash/money market balance as of March 31, 2023: | \$ 30,000.64 | | |

Income summary

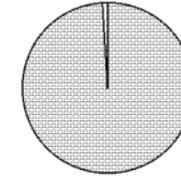
| | This period | Year to date |
|---------------------|-------------|--------------|
| Interest tax exempt | \$ 0.00 | \$ 0.00 |
| Interest taxable | 5,561.03 | 16,745.29 |
| Dividends | 0.00 | 0.00 |
| Other asset income | 0.00 | 0.00 |
| Total income | \$ 5,561.03 | \$ 16,745.29 |

| | Short term | Long term |
|---|-------------|-------------|
| Year to date realized net gain/loss | \$-4,094.32 | \$-5,931.07 |
| (For annual tax preparation please refer to your annual tax letter) | | |

Account profile

Investment objective:
Fixed income

Asset allocation



1% Cash & cash equivalents
99% Fixed income

Asset summary

| | Market value |
|--|-----------------|
| Cash & cash equivalents (Includes income cash of \$ 2,596,802.52) | \$ 30,000.64 |
| Fixed income Taxable | 3,023,953.34 |
| Total assets | \$ 3,053,953.98 |

Bond maturities

| Less than 1 year | 1 to 5 years | 5 to 10 years | over 10 years | |
|------------------|-----------------|---------------|---------------|----------------|
| \$ 215,000.00 | \$ 2,070,718.10 | \$ 920,000.00 | \$ 0.00 | Par value |
| 6.7% | 64.6% | 28.7% | 0.0% | % of par value |



Asset detail

Cash and cash equivalents

| Description | Market value | Tax cost | Unrealized gain (or loss) | Estimated annual income | Current yield | Pct of holdings |
|--|---------------------|---------------------|---------------------------|-------------------------|---------------|-----------------|
| 30,000.64 CRA (BNY Mellon, N.A., Member FDIC) (Principal Holding) | \$ 30,000.64 | \$ 30,000.64 | | \$ 1,281.80 | 4.3% | 1.0% |
| Principal Cash | -2,596,802.52 | | | | | |
| Income Cash | 2,596,802.52 | | | | | |
| Total cash and cash equivalents | \$ 30,000.64 | \$ 30,000.64 | \$ 0.00 | \$ 1,281.80 | | 1.0% |

Fixed income

Taxable

Individual securities Treasury

| Shares/par value | Description | Market price | Market value | Tax cost | Unrealized gain (or loss) | Average tax cost | Estimated annual income | Current yield | Pct of holdings |
|------------------|---|--------------|--------------|-------------|---------------------------|------------------|-------------------------|---------------|-----------------|
| 5,000 | United States Treasury Note DTD 4/30/2017 2% 4/30/2024 Cusip: 912828X70 Moody's: AAA S&P: N/A | \$ 97.2540 | \$ 4,862.70 | \$ 4,942.97 | \$ -80.27 | \$ 98.860 | \$ 100.00 | 2.1% | 0.2% |
| 25,000 | US Treasury N/B DTD 8/31/2022 3.25% 8/31/2024 Cusip: 91282CFG1 Moody's: AAA S&P: N/A | 98.4840 | 24,621.00 | 24,869.14 | -248.14 | 99.480 | 812.50 | 3.3 | 0.8 |
| 35,000 | U S Treasury Note DTD 9/30/2022 4.25% 9/30/2024 Cusip: 91282CFN6 Moody's: AAA S&P: AA+ | 99.8870 | 34,960.45 | 35,010.94 | -50.49 | 100.030 | 1,487.50 | 4.3 | 1.1 |
| 60,000 | United States Treasury Notes DTD 11/15/2014 2.25% 11/15/2024 Cusip: 912828G38 Moody's: AAA S&P: AA+ | 96.8630 | 58,117.80 | 61,249.22 | -3,131.42 | 102.080 | 1,350.00 | 2.3 | 1.9 |
| 70,000 | United States Treasury Note DTD 2/15/2015 2% 2/15/2025 Cusip: 912828J27 Moody's: AAA S&P: AA+ | 96.1410 | 67,298.70 | 68,321.48 | -1,022.78 | 97.600 | 1,400.00 | 2.1 | 2.2 |
| 50,000 | U S Treasury Note DTD 4/15/2022 2.625% 4/15/2025 Cusip: 91282CEH0 Moody's: AAA S&P: AA+ | 97.1800 | 48,590.00 | 49,658.59 | -1,068.59 | 99.320 | 1,312.50 | 2.7 | 1.6 |

March 1 - March 31, 2023

Fixed income

Taxable

Individual securities Treasury
continued

| Shares/par value | Description | Market price | Market value | Tax cost | Unrealized gain (or loss) | Average tax cost | Estimated annual income | Current yield | Pct of holdings |
|------------------|---|--------------|--------------|-----------|---------------------------|------------------|-------------------------|---------------|-----------------|
| 95,000 | U S Treasury Note DTD 5/15/2022 2.75% 5/15/2025 Cusip: 91282CEQ0 Moody's: AAA S&P: AA+ | 97.3750 | 92,506.25 | 95,092.77 | -2,586.52 | 100.100 | 2,612.50 | 2.8 | 3.0 |
| 80,000 | United States Treas Nts 0.2500% DTD 5/31/2020 .25% 5/31/2025 Cusip: 912828ZT0 Moody's: AAA S&P: AA+ | 92.2730 | 73,818.40 | 79,800.00 | -5,981.60 | 99.750 | 200.00 | 0.3 | 2.4 |
| 5,000 | U S Treasury Note DTD 8/15/2022 3.125% 8/15/2025 Cusip: 91282CFE6 Moody's: AAA S&P: AA+ | 98.1210 | 4,906.05 | 4,943.75 | -37.70 | 98.880 | 156.25 | 3.2 | 0.2 |
| 30,000 | United States Treasury Note DTD 10/15/2022 4.125% 10/15/2025 Cusip: 91282CFP1 Moody's: AAA S&P: AA+ | 100.7730 | 30,231.90 | 29,852.34 | 379.56 | 99.510 | 1,237.50 | 4.1 | 1.0 |
| 30,000 | US Treasury Note DTD 2/15/2023 4% 2/15/2026 Cusip: 91282CGL9 Moody's: AAA S&P: AA+ | 100.4140 | 30,124.20 | 29,513.67 | 610.53 | 98.380 | 1,200.00 | 4.0 | 1.0 |
| 40,000 | United States Treasury Note DTD 5/16/2016 1.625% 5/15/2026 Cusip: 912828R36 Moody's: AAA S&P: AA+ | 93.6290 | 37,451.60 | 37,480.47 | -28.87 | 93.700 | 650.00 | 1.7 | 1.2 |
| 90,000 | United States Treasury Note DTD 9/30/2019 1.625% 9/30/2026 Cusip: 912828YG9 Moody's: AAA S&P: AA+ | 93.0740 | 83,766.60 | 90,041.60 | -6,275.00 | 100.050 | 1,462.50 | 1.8 | 2.7 |
| 55,000 | U S Treasury Note 1.125% 11/30/2026 Cusip: 91282CDK4 Moody's: AAA S&P: AA+ | 91.4770 | 50,312.35 | 54,937.70 | -4,625.35 | 99.890 | 618.75 | 1.2 | 1.7 |
| 35,000 | U S Treasury Note DTD 12/31/2021 1.25% 12/31/2026 Cusip: 91282CDQ1 Moody's: AAA S&P: N/A | 91.3440 | 31,970.40 | 34,933.01 | -2,962.61 | 99.810 | 437.50 | 1.4 | 1.1 |
| 55,718.10 | U S Treasury Inflation Indexed Bond DTD 1/15/2017 0.375% 1/15/2027 Cusip: 912828V49 Moody's: AAA S&P: AA+ | 96.3710 | 53,696.09 | 55,428.49 | -1,732.40 | 99.480 | 208.94 | 0.4 | 1.8 |

Fixed income

Taxable

Individual securities Treasury
continued

| Shares/par value | Description | Market price | Market value | Tax cost | Unrealized gain (or loss) | Average tax cost | Estimated annual income | Current yield | Pct of holdings |
|------------------|---|--------------|--------------|-----------|---------------------------|------------------|-------------------------|---------------|-----------------|
| 40,000 | United States Treasury Note DTD 02/15/2017 2.25% 02/15/2027 Cusip: 912828V98 Moody's: AAA S&P: AA+ | 94.7380 | 37,895.20 | 39,205.27 | -1,310.07 | 98.010 | 900.00 | 2.4 | 1.2 |
| 45,000 | Treasury Note DTD 3/2/2020 1.375% 2/28/2027 Cusip: 912828ZB9 Moody's: AAA S&P: N/A | 90.7540 | 40,839.30 | 46,284.96 | -5,445.66 | 102.860 | 506.25 | 1.2 | 1.3 |
| 70,000 | United States Treasury Note DTD 3/31/2020 .625% 3/31/2027 Cusip: 912828ZE3 Moody's: AAA S&P: AA+ | 88.6560 | 62,059.20 | 70,054.69 | -7,995.49 | 100.080 | 437.50 | 0.7 | 2.0 |
| 70,000 | United States Treasury Note DTD 4/30/2020 .5% 4/30/2027 Cusip: 912828ZN3 Moody's: AAA S&P: AA+ | 88.0430 | 61,630.10 | 70,008.20 | -8,378.10 | 100.010 | 350.00 | 0.6 | 2.0 |
| 55,000 | US Treasury N/B DTD 7/31/2022 2.750% 7/31/2027 Cusip: 91282CFB2 Moody's: AAA S&P: AA+ | 96.3050 | 52,967.75 | 53,844.92 | -877.17 | 97.900 | 1,512.50 | 2.9 | 1.7 |
| 30,000 | US Treasury N/B DTD 11/30/2022 3.875% 11/30/2027 Cusip: 91282CFZ9 Moody's: AAA S&P: N/A | 101.0390 | 30,311.70 | 30,341.02 | -29.32 | 101.140 | 1,162.50 | 3.8 | 1.0 |
| 60,000 | US Treasury N/B DTD 01/03/2023 0% 12/31/2027 Cusip: 91282CGC9 Moody's: AAA S&P: AA+ | 101.0510 | 60,630.60 | 60,684.38 | -53.78 | 101.140 | 2,250.00 | 3.7 | 2.0 |
| 65,000 | United States Treasury Note DTD 1/31/2021 .75% 1/31/2028 Cusip: 91282CBJ9 Moody's: AAA S&P: AA+ | 87.3440 | 56,773.60 | 64,741.02 | -7,967.42 | 99.600 | 487.50 | 0.9 | 1.9 |
| 20,000 | United States Treasury Note DTD 11/15/2018 3.125% 11/15/2028 Cusip: 9128285M8 Moody's: AAA S&P: AA+ | 97.4840 | 19,496.80 | 20,793.75 | -1,296.95 | 103.970 | 625.00 | 3.2 | 0.6 |
| 25,000 | United States Treasury Note DTD 2/15/2019 2.625% 2/15/2029 Cusip: 9128286B1 Moody's: AAA S&P: N/A | 94.8200 | 23,705.00 | 24,907.22 | -1,202.22 | 99.630 | 656.25 | 2.8 | 0.8 |

March 1 - March 31, 2023

Fixed income

Taxable

Individual securities Treasury
continued

| Shares/par value | Description | Market price | Market value | Tax cost | Unrealized gain (or loss) | Average tax cost | Estimated annual income | Current yield | Pct of holdings |
|------------------|--|--------------|--------------|-----------|---------------------------|------------------|-------------------------|---------------|-----------------|
| 60,000 | United States Treas Note DTD 5/15/2019 2.5% 5/15/2029 Cusip: 9128286T2 Moody's: AAA S&P: AA+ | 93.3010 | 55,980.60 | 62,162.89 | -6,182.29 | 103.600 | 1,425.00 | 2.6 | 1.8 |
| 40,000 | U S Treasury N/B DTD 7/31/2022 2.625% 7/31/2029 Cusip: 91282CFC0 Moody's: AAA S&P: AA+ | 94.5780 | 37,831.20 | 39,107.81 | -1,276.61 | 97.770 | 1,050.00 | 2.8 | 1.2 |
| 35,000 | United States Treasury Note/Bond - DTD 8/15/2019 1.625% 8/15/2029 Cusip: 912828YB0 Moody's: AAA S&P: AA+ | 89.1950 | 31,218.25 | 35,263.87 | -4,045.62 | 100.750 | 568.75 | 1.8 | 1.0 |
| 65,000 | U S Treasury Note DTD 8/31/2022 3.125% 8/31/2029 Cusip: 91282CFJ5 Moody's: AAA S&P: N/A | 97.3400 | 63,271.00 | 63,480.08 | -209.08 | 97.660 | 2,031.25 | 3.2 | 2.1 |
| 20,000 | U S Treasury N/B DTD 11/30/2022 3.875% 11/30/2029 Cusip: 91282CFY2 Moody's: AAA S&P: AA+ | 101.7310 | 20,346.20 | 20,239.84 | 106.36 | 101.200 | 775.00 | 3.8 | 0.7 |
| 45,000 | US Treasury N/B DTD 1/3/2023 3.625% 12/31/2029 Cusip: 91282CGB1 Moody's: AAA S&P: AA+ | 101.8050 | 45,812.25 | 45,592.38 | 219.87 | 101.320 | 1,631.25 | 3.6 | 1.5 |
| 50,000 | U S Treasury Note DTD 11/15/2021 1.375% 11/15/2031 Cusip: 91282CDJ7 Moody's: AAA S&P: AA+ | 84.4060 | 42,203.00 | 48,448.44 | -6,245.44 | 96.900 | 687.50 | 1.6 | 1.4 |
| 45,000 | U S Treasury Note DTD 5/15/2022 2.875% 5/15/2032 Cusip: 91282CEP2 Moody's: AAA S&P: AA+ | 95.1640 | 42,823.80 | 44,147.26 | -1,323.46 | 98.110 | 1,293.75 | 3.0 | 1.4 |
| 40,000 | U S Treasury N/B DTD 11/15/2022 4% 11/15/2032 Cusip: 91282CFV8 Moody's: AAA S&P: N/A | 105.0780 | 42,031.20 | 41,990.63 | 40.57 | 104.980 | 1,600.00 | 3.8 | 1.4 |
| 65,000 | United States Treasury Notes DTD 2/15/2023 3.5% 2/15/2033 Cusip: 91282CGM7 Moody's: AAA S&P: AA+ | 100.1560 | 65,101.40 | 62,506.64 | 2,594.76 | 96.160 | 2,275.00 | 3.5 | 2.1 |

Individual securities Government related

| Shares/par value | Description | Market price | Market value | Tax cost | Unrealized gain (or loss) | Average tax cost | Estimated annual income | Current yield | Pct of holdings |
|------------------|--|--------------|--------------|--------------|---------------------------|------------------|-------------------------|---------------|-----------------|
| 30,000 | Federal Home Loan Banks DTD 4/28/2021 0.625% 10/28/2024 Cusip: 3130ALZS6 Moody's: AAA S&P: AA+ | \$ 94.2470 | \$ 28,274.10 | \$ 30,000.00 | \$ -1,725.90 | \$ 100.000 | \$ 187.50 | 0.7% | 0.9% |
| 35,000 | Federal Home Loan Mortgage Corp DTD 8/12/2020 0.6% 8/12/2025 Cusip: 3134GWND4 Moody's: AAA S&P: N/A | 92.2000 | 32,270.00 | 35,000.00 | -2,730.00 | 100.000 | 210.00 | 0.7 | 1.1 |
| 35,000 | Federal National Mortgage Assn DTD 8/19/2020 0.55% 8/19/2025 Cusip: 3136G4H63 Moody's: AAA S&P: AA+ | 92.0430 | 32,215.05 | 35,000.00 | -2,784.95 | 100.000 | 192.50 | 0.6 | 1.1 |
| 30,000 | Federal Home Loan Mortgage Corp DTD 8/30/2022 4.05% 8/28/2025 Cusip: 3134GXS54 Moody's: AAA S&P: AA+ | 98.6250 | 29,587.50 | 30,007.20 | -419.70 | 100.020 | 1,215.00 | 4.1 | 1.0 |
| 30,000 | Federal Home Loan Banks DTD 3/30/2022 2.75% 3/25/2027 Cusip: 3130ARAB7 Moody's: AAA S&P: AA+ | 94.8440 | 28,453.20 | 30,000.00 | -1,546.80 | 100.000 | 825.00 | 2.9 | 0.9 |
| 30,000 | Federal Home Bank Loan DTD 4/08/2022 3% 3/25/2027 Cusip: 3130ARDV0 Moody's: AAA S&P: AA+ | 95.5070 | 28,652.10 | 30,000.00 | -1,347.90 | 100.000 | 900.00 | 3.1 | 0.9 |
| 30,000 | Federal Farm Credit Bank DTD 4/12/2022 3.33% 4/12/2027 Cusip: 3133ENUH1 Moody's: AAA S&P: AA+ | 96.3430 | 28,902.90 | 30,000.00 | -1,097.10 | 100.000 | 999.00 | 3.5 | 1.0 |

Individual securities Corporate

| Shares/par value | Description | Market price | Market value | Tax cost | Unrealized gain (or loss) | Average tax cost | Estimated annual income | Current yield | Pct of holdings |
|------------------|--|--------------|--------------|--------------|---------------------------|------------------|-------------------------|---------------|-----------------|
| 40,000 | United Parcel Service DTD 11/14/2017 2.5% 4/1/2023 Cusip: 911312BK1 Moody's: A2 S&P: A | \$ 100.0000 | \$ 40,000.00 | \$ 38,858.00 | \$ 1,142.00 | \$ 97.150 | \$ 1,000.00 | 2.5% | 1.3% |
| 40,000 | JP Morgan Chase & Co DTD 5/1/2013 3.375% 5/1/2023 Cusip: 46625HJJ0 Moody's: A3 S&P: BBB+ | 99.8000 | 39,920.00 | 39,784.80 | 135.20 | 99.460 | 1,350.00 | 3.4 | 1.3 |
| 35,000 | Microsoft Corp DTD 12/6/2013 3.625% 12/15/2023 Cusip: 594918AW4 Moody's: AAA S&P: AAA | 99.4870 | 34,820.45 | 37,854.95 | -3,034.50 | 108.160 | 1,268.75 | 3.6 | 1.1 |

March 1 - March 31, 2023

Individual securities Corporate
continued

| Shares/par value | Description | Market price | Market value | Tax cost | Unrealized gain (or loss) | Average tax cost | Estimated annual income | Current yield | Pct of holdings |
|------------------|--|--------------|--------------|-----------|---------------------------|------------------|-------------------------|---------------|-----------------|
| 30,000 | Citibank Na DTD 1/23/2019 3.65% 1/23/2024 Cusip: 17325FAS7 Moody's: AA3 S&P: A+ | 98.6290 | 29,588.70 | 31,484.10 | -1,895.40 | 104.950 | 1,095.00 | 3.7 | 1.0 |
| 15,000 | Paccar Financial Corp DTD 2/2/2021 0.35% 2/2/2024 Cusip: 69371RR24 Moody's: A1 S&P: A+ | 96.0660 | 14,409.90 | 14,982.60 | -572.70 | 99.880 | 52.50 | 0.4 | 0.5 |
| 40,000 | Blackrock Inc DTD 3/18/2014 3.5% 3/18/2024 Cusip: 09247XAL5 Moody's: AA3 S&P: AA- | 98.5410 | 39,416.40 | 43,463.95 | -4,047.55 | 108.660 | 1,400.00 | 3.6 | 1.3 |
| 10,000 | Toyota Motor Credit Corp DTD 10/7/2019 2% 10/7/2024 Cusip: 89236TGL3 Moody's: A1 S&P: A+ | 96.2020 | 9,620.20 | 9,991.00 | -370.80 | 99.910 | 200.00 | 2.1 | 0.3 |
| 15,000 | Target Corp DTD 3/31/2020 2.25% 4/15/2025 Cusip: 87612EBL9 Moody's: A2 S&P: A | 96.0750 | 14,411.25 | 14,975.10 | -563.85 | 99.830 | 337.50 | 2.3 | 0.5 |
| 35,000 | Honeywell International DTD 5/18/2020 1.35% 6/1/2025 Cusip: 438516CB0 Moody's: A2 S&P: A | 93.8270 | 32,839.45 | 35,834.40 | -2,994.95 | 102.380 | 472.50 | 1.4 | 1.1 |
| 20,000 | Amazon.Com Inc DTD 6/3/2020 0.8% 6/3/2025 Cusip: 023135BQ8 Moody's: A1 S&P: AA | 93.0410 | 18,608.20 | 19,992.20 | -1,384.00 | 99.960 | 160.00 | 0.9 | 0.6 |
| 35,000 | B B & T Corporation DTD 06/05/2018 3.7% 06/05/2025 Cusip: 05531FBE2 Moody's: A3 S&P: A- | 95.3020 | 33,355.70 | 38,988.95 | -5,633.25 | 111.400 | 1,295.00 | 3.9 | 1.1 |
| 25,000 | State Street Corp DTD 8/18/2015 3.55% 8/18/2025 Cusip: 857477AT0 Moody's: A1 S&P: A | 96.3950 | 24,098.75 | 27,903.00 | -3,804.25 | 111.610 | 887.50 | 3.7 | 0.8 |
| 25,000 | Wells Fargo Co DTD 9/28/2015 3.55% 9/29/2025 Cusip: 94974BGP9 Moody's: A1 S&P: BBB+ | 96.1530 | 24,038.25 | 25,153.75 | -1,115.50 | 100.620 | 887.50 | 3.7 | 0.8 |
| 15,000 | Bristol-Myers Squibb Co DTD 11/13/2020 0.75% 11/13/2025 Cusip: 110122DN5 Moody's: A2 S&P: A+ | 91.3380 | 13,700.70 | 14,756.30 | -1,055.60 | 98.380 | 112.50 | 0.8 | 0.5 |

*

Individual securities Corporate
continued

| Shares/par value | Description | Market price | Market value | Tax cost | Unrealized gain (or loss) | Average tax cost | Estimated annual income | Current yield | Pct of holdings |
|------------------|---|--------------|--------------|-----------|---------------------------|------------------|-------------------------|---------------|-----------------|
| 40,000 | Bank Of America Corp DTD 1/23/2018 Fltg Rate 1/23/2026 Cusip: 06051GGZ6 Moody's: A2 S&P: A- | 96.1740 | 38,469.60 | 39,369.60 | -900.00 | 98.420 | 1,346.40 | 3.5 | 1.3 |
| 15,000 | Caterpillar Finl Service DTD 3/1/2021 0.9% 3/2/2026 Cusip: 14913R2K2 Moody's: A2 S&P: A | 90.6810 | 13,602.15 | 14,965.65 | -1,363.50 | 99.770 | 135.00 | 1.0 | 0.5 |
| 35,000 | Target Corp DTD 4/11/2016 2.5% 4/15/2026 Cusip: 87612EBE5 Moody's: A2 S&P: A | 95.9970 | 33,598.95 | 34,271.55 | -672.60 | 97.920 | 875.00 | 2.6 | 1.1 |
| 35,000 | U S Bancorp DTD 4/26/2016 3.1% 4/27/2026 Cusip: 91159HHM5 Moody's: A2 S&P: A | 92.8940 | 32,512.90 | 34,932.95 | -2,420.05 | 99.810 | 1,085.00 | 3.3 | 1.1 |
| 40,000 | Unitedhealth Group Inc DTD 5/19/2021 1.15% 5/15/2026 Cusip: 91324PEC2 Moody's: A3 S&P: A+ | 90.9250 | 36,370.00 | 39,930.40 | -3,560.40 | 99.830 | 460.00 | 1.3 | 1.2 |
| 20,000 | General Dynamics Corp DTD 5/10/2021 1.15% 6/1/2026 Cusip: 369550BN7 Moody's: A3 S&P: A- | 90.6570 | 18,131.40 | 19,977.90 | -1,846.50 | 99.890 | 230.00 | 1.3 | 0.6 |
| 40,000 | John Deere Capital Corp DTD 6/17/2021 1.05% 6/17/2026 Cusip: 24422EVR7 Moody's: A2 S&P: A | 90.2800 | 36,112.00 | 39,934.00 | -3,822.00 | 99.840 | 420.00 | 1.2 | 1.2 |
| 20,000 | American Honda Finance DTD 9/9/2021 1.3% 9/9/2026 Cusip: 02665WDZ1 Moody's: A3 S&P: A- | 89.6760 | 17,935.20 | 20,004.15 | -2,068.95 | 100.020 | 260.00 | 1.5 | 0.6 |
| 35,000 | 3M Company DTD 9/19/2016 2.25% 9/19/2026 Cusip: 88579YAV3 Moody's: A1 S&P: A | 92.3020 | 32,305.70 | 34,622.00 | -2,316.30 | 98.920 | 787.50 | 2.4 | 1.1 |
| 20,000 | Premier Health Partners DTD 8/31/2016 2.911% 11/15/2026 Cusip: 74052BAA5 Moody's: BAA1 S&P: N/A | 90.3010 | 18,060.20 | 20,000.00 | -1,939.80 | 100.000 | 582.20 | 3.2 | 0.6 |
| 40,000 | Apple Inc DTD 2/9/2017 3.35% 2/9/2027 Cusip: 037833CJ7 Moody's: AAA S&P: AA+ | 97.6460 | 39,058.40 | 40,176.80 | -1,118.40 | 100.440 | 1,340.00 | 3.4 | 1.3 |

March 1 - March 31, 2023

Individual securities Corporate
continued

| Shares/par value | Description | Market price | Market value | Tax cost | Unrealized gain (or loss) | Average tax cost | Estimated annual income | Current yield | Pct of holdings |
|------------------|--|--------------|--------------|-----------|---------------------------|------------------|-------------------------|---------------|-----------------|
| 10,000 | Snap-On Inc DTD 2/21/2017 3.25% 3/1/2027 Cusip: 833034AK7 Moody's: A2 S&P: A- | 96.0910 | 9,609.10 | 10,014.55 | -405.45 | 100.150 | 325.00 | 3.4 | 0.3 |
| 35,000 | Public Svc Elec Gas Co DTD 5/5/2017 3% 5/15/2027 Cusip: 74456QBS4 Moody's: A1 S&P: A | 94.4660 | 33,063.10 | 35,073.50 | -2,010.40 | 100.210 | 1,050.00 | 3.2 | 1.1 |
| 40,000 | Simon Property Group LP DTD 12/11/2017 3.375% 12/1/2027 Cusip: 828807DE4 Moody's: A3 S&P: A- | 93.3130 | 37,325.20 | 42,647.20 | -5,322.00 | 106.620 | 1,350.00 | 3.6 | 1.2 |
| 10,000 | Indiana Michigan Power Co DTD 5/2/2018 3.85% 5/15/2028 Mandatory Put 9/7/2018 @ 100. Cusip: 454889AS5 Moody's: A3 S&P: A- | 96.6280 | 9,662.80 | 9,968.50 | -305.70 | 99.690 | 385.00 | 4.0 | 0.3 |
| 25,000 | T J X Cos Inc DTD 11/30/2020 1.15% 5/15/2028 Cusip: 872540AV1 Moody's: A2 S&P: A | 86.8120 | 21,703.00 | 22,217.00 | -514.00 | 88.870 | 287.50 | 1.3 | 0.7 |
| 35,000 | Duke Energyflorida LLC DTD 6/21/2018 3.8% 7/15/2028 Cusip: 26444HAE1 Moody's: A1 S&P: A | 97.3370 | 34,067.95 | 35,920.50 | -1,852.55 | 102.630 | 1,330.00 | 3.9 | 1.1 |
| 35,000 | Morgan Stanley DTD 1/19/2023 Fltg Rate 2/1/2029 Cusip: 61747YFA8 Moody's: A1 S&P: A- | 100.7940 | 35,277.90 | 34,478.99 | 798.91 | 98.510 | 1,793.05 | 5.1 | 1.2 |
| 40,000 | PNC Financial Services DTD 4/22/2019 3.45% 4/23/2029 Cusip: 693475AW5 Moody's: A3 S&P: A- | 93.0670 | 37,226.80 | 45,944.00 | -8,717.20 | 114.860 | 1,380.00 | 3.7 | 1.2 |
| 35,000 | Pepsico Inc DTD 7/29/2019 2.625% 7/29/2029 Cusip: 713448EL8 Moody's: A1 S&P: A+ | 91.6590 | 32,080.65 | 37,437.40 | -5,356.75 | 106.960 | 918.75 | 2.9 | 1.1 |
| 35,000 | Home Depot Inc DTD 3/30/2020 2.7% 4/15/2030 Cusip: 437076CB6 Moody's: A2 S&P: A | 90.2810 | 31,598.35 | 36,978.20 | -5,379.85 | 105.650 | 945.00 | 3.0 | 1.0 |
| 40,000 | Costco Wholesale Corp DTD 4/20/2020 1.6% 4/20/2030 Cusip: 22160KAP0 Moody's: AA3 S&P: A+ | 84.8920 | 33,956.80 | 39,786.80 | -5,830.00 | 99.470 | 640.00 | 1.9 | 1.1 |

Individual securities Corporate
continued

| Shares/par value | Description | Market price | Market value | Tax cost | Unrealized gain (or loss) | Average tax cost | Estimated annual income | Current yield | Pct of holdings |
|------------------|--|--------------|--------------|-----------|---------------------------|------------------|-------------------------|---------------|-----------------|
| 35,000 | Northern Trust Corp DTD 5/1/2020 1.95% 5/1/2030 Cusip: 665859AV6 Moody's: A2 S&P: A+ | 83.3820 | 29,183.70 | 36,148.70 | -6,965.00 | 103.280 | 682.50 | 2.3 | 1.0 |
| 40,000 | Automatic Data Processng DTD 8/13/2020 1.25% 9/1/2030 Cusip: 053015AF0 Moody's: AA3 S&P: AA- | 81.9640 | 32,785.60 | 39,603.20 | -6,817.60 | 99.010 | 500.00 | 1.5 | 1.1 |
| 40,000 | Walmart Inc 0.0000% 9/22/2031 DTD 9/22/2021 1.8% 9/22/2031 Cusip: 931142ET6 Moody's: AA2 S&P: AA | 84.5730 | 33,829.20 | 39,887.20 | -6,058.00 | 99.720 | 720.00 | 2.1 | 1.1 |
| 20,000 | K L A Corp DTD 6/23/2022 4.65% 7/15/2032 Cusip: 482480AL4 Moody's: A2 S&P: A- | 100.9700 | 20,194.00 | 19,518.80 | 675.20 | 97.590 | 930.00 | 4.6 | 0.7 |

Individual securities Other

| Shares/par value | Description | Market price | Market value | Tax cost | Unrealized gain (or loss) | Average tax cost | Estimated annual income | Current yield | Pct of holdings |
|------------------|--|--------------|--------------|--------------|---------------------------|------------------|-------------------------|---------------|-----------------|
| 15,000 | Port Authority Of New York & Newje DTD 7/8/2020 1.086% 7/1/2023 Txbl-Consolidated Nts- Ser Aaa Cusip: 73358W4V3 Moody's: AA3 S&P: AA- | \$ 99.0350 | \$ 14,855.25 | \$ 15,000.00 | \$ -144.75 | \$ 100.000 | \$ 162.90 | 1.1% | 0.5% |
| 10,000 | California ST DTD 4/25/18 3.375% 4/1/2025 Txbl Cusip: 13063DGB8 Moody's: AA2 S&P: AA- | 98.1080 | 9,810.80 | 10,074.40 | -263.60 | 100.740 | 337.50 | 3.4 | 0.3 |
| 20,000 | State Board Of Administration DTD 9/16/2020 1.705% 7/1/2027 Cusip: 341271AE4 Moody's: AA3 S&P: AA | 89.1570 | 17,831.40 | 20,000.00 | -2,168.60 | 100.000 | 341.00 | 1.9 | 0.6 |
| 20,000 | New York ST Dorm Auth ST Personal DTD 6/23/2021 1.748% 3/15/2028 Income Tax Revenue Txbl-State Personal It Rev Bond-Ser C Cusip: 64990FD76 Moody's: N/A S&P: AA+ | 87.3870 | 17,477.40 | 20,000.00 | -2,522.60 | 100.000 | 349.60 | 2.0 | 0.6 |

Individual securities Other
continued

| Shares/par value | Description | Market price | Market value | Tax cost | Unrealized gain (or loss) | Average tax cost | Estimated annual income | Current yield | Pct of holdings |
|-------------------------------------|--|--------------|-----------------|-----------------|---------------------------|------------------|-------------------------|---------------|-----------------|
| 20,000 | University Of California DTD 3/19/2019 3.349% 7/1/2029 Revenues TxbI-Ref-Gen-Ser Bd Cusip: 91412HFG3 Moody's: AA2 S&P: AA | 94.5620 | 18,912.40 | 20,000.00 | -1,087.60 | 100.000 | 669.80 | 3.5 | 0.6 |
| Total taxable individual securities | | | \$ 3,023,953.34 | \$ 3,222,795.65 | \$ -198,842.31 | | \$ 75,137.89 | | 99.0% |
| Total taxable fixed income | | | \$ 3,023,953.34 | \$ 3,222,795.65 | \$ -198,842.31 | | \$ 75,137.89 | | 99.0% |
| Total fixed income | | | \$ 3,023,953.34 | \$ 3,222,795.65 | \$ -198,842.31 | | \$ 75,137.89 | | 99.0% |
| Total assets | | | \$ 3,053,953.98 | \$ 3,252,796.29 | \$ -198,842.31 | | \$ 76,419.69 | | 100.0% |

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**WATER FUND
PERFORMANCE HISTORY**

| | Quarter Ended 1/1/2023 - 3/31/2023 | YTD 1/1/23 - 3/31/2023 | Inception Month through 3/31/2023* |
|------------------------------------|---------------------------------------|---------------------------|---------------------------------------|
| Taxable Fixed Income | 2.38% | 2.38% | 3.91% |
| BBG BARC Interm Govt/Credit Index | 2.33% | 2.33% | 3.96% |
| Total Account Gross of Fees | 2.37% | 2.37% | 3.78% |
| Total Account Net of Fees | 2.28% | 2.28% | 3.28% |

Cash Flows / Market Value Summary

| | |
|---------------------------------------|-----------------|
| Market Value as of December 31, 2007 | \$ 1,837,151.93 |
| Market Value as of December 31, 2008 | \$ 1,437,731.17 |
| Market Value as of December 31, 2009 | \$ 1,517,388.69 |
| Market Value as of December 31, 2010 | \$ 1,584,011.73 |
| Market Value as of December 31, 2011 | \$ 1,653,460.13 |
| Market Value as of December 31, 2012 | \$ 1,707,646.24 |
| Market Value as of December 31, 2013 | \$ 1,690,428.39 |
| Market Value as of December 31, 2014 | \$ 1,706,486.60 |
| Net Contribution / Withdrawals - 2015 | \$ (7,784.69) |
| Market Value as of December 31, 2015 | \$ 1,718,419.51 |
| Net Contribution / Withdrawals - 2016 | \$ (7,848.27) |
| Market Value as of December 31, 2016 | \$ 1,732,327.07 |
| Net Contribution / Withdrawals - 2017 | \$ (7,933.07) |
| Market Value as of December 31, 2017 | \$ 1,723,120.73 |
| Net Contribution / Withdrawals - 2018 | \$ (7,669.40) |
| Market Value as of December 31, 2018 | \$ 1,769,203.46 |
| Net Contribution / Withdrawals - 2019 | \$ (8,275.02) |
| Market Value as of December 31, 2019 | \$ 1,869,308.00 |
| Net Contribution / Withdrawals - 2020 | \$ (8,806.53) |
| Market Value as of December 31, 2020 | \$ 1,991,559.00 |
| Net Contribution / Withdrawals - 2021 | \$ (8,125.74) |
| Market Value as of December 31, 2021 | \$ 1,957,828.96 |
| Net Contribution / Withdrawals - 2022 | \$ (6,505.92) |
| Market Value as of December 31, 2022 | \$ 1,795,211.93 |
| Net Contribution / Withdrawals - 2023 | \$ (1,369.31) |
| Market Value as of March 31, 2023 | \$ 1,835,085.00 |

*Inception Dates Listed Below:

Taxable Fixed Income 6/1/1997

Portfolio Profile Report

| Portfolio | |
|------------------------|---------------------------------------|
| Market Value | \$ 1,856,757 |
| Pricing Date | 03/31/2023 |
| Benchmark* | U.S. Government / Credit Intermediate |
| Benchmark Pricing Date | 03/31/2023 |

| Statistics (MV Weighted) | Portfolio | Index | Diff |
|---------------------------|-----------|-------|-------|
| Effective Duration (yrs) | 3.69 | 3.85 | -0.16 |
| Eff Duration vs Index (%) | 95.84 | | |
| Average Life (yrs) | 4.05 | 4.29 | -0.19 |
| Yield to Maturity (%) | 4.07 | 4.25 | -0.18 |
| Yield to Worst (%) | 4.06 | 4.25 | -0.19 |
| Average Credit Quality | AA+ / Aa1 | AA+ | |
| Average Coupon (%) | 2.36 | 2.48 | -0.12 |
| Average Price (\$) | 94.36 | 93.90 | 0.46 |
| Current Yield (%) | 2.50 | 2.64 | -0.14 |

| Credit Quality | %Portfolio | %Index | %Diff |
|----------------|------------|--------|--------|
| AAA | 60.94 | 66.81 | -5.87 |
| AA | 7.70 | 3.46 | 4.24 |
| A | 29.28 | 14.31 | 14.97 |
| BBB | 0.74 | 15.41 | -14.67 |
| <BBB | - | - | - |
| NR | 1.34 | - | 1.34 |

| Effective Duration (yrs) | %Portfolio | %Index | %Diff |
|--------------------------|------------|--------|-------|
| NA | - | - | - |
| <0 | - | - | - |
| 0 to 1 | 7.26 | 0.48 | 6.78 |
| 1 to 3 | 33.48 | 41.40 | -7.92 |
| 3 to 4 | 22.42 | 15.05 | 7.37 |
| 4 to 6 | 24.96 | 26.01 | -1.05 |
| 6 to 8.5 | 11.88 | 17.05 | -5.17 |
| >8.5 | - | - | - |

| Eff Maturity (Avg Life yrs) | %Portfolio | %Index | %Diff |
|-----------------------------|------------|--------|--------|
| < 0 | - | - | - |
| 0 to 1 | 7.26 | 0.16 | 7.10 |
| 1 to 3 | 28.08 | 39.25 | -11.17 |
| 3 to 5 | 37.88 | 27.08 | 10.80 |
| 5 to 10 | 26.78 | 33.52 | -6.74 |
| 10 to 20 | - | - | - |
| > 20 | - | - | - |

| Final Maturity (yrs) | %Portfolio | %Index | %Diff |
|----------------------|------------|--------|--------|
| < 0 | - | - | - |
| 0 to 1 | 7.26 | - | 7.26 |
| 1 to 3 | 28.08 | 38.70 | -10.62 |
| 3 to 5 | 36.78 | 27.00 | 9.78 |
| 5 to 10 | 27.88 | 34.30 | -6.42 |
| 10 to 20 | - | - | - |
| > 20 | - | - | - |

| Coupon | %Portfolio | %Index | %Diff |
|----------|------------|--------|-------|
| < 3% | 61.59 | 63.52 | -1.93 |
| 3% to 4% | 31.26 | 18.01 | 13.25 |
| 4% to 5% | 6.05 | 12.75 | -6.70 |
| 5% to 6% | 1.10 | 3.43 | -2.33 |
| 6% to 7% | - | 1.36 | -1.36 |
| > 7% | - | 0.93 | -0.93 |

| Sector Weightings | %Portfolio | %Index | %Diff |
|--------------------------|------------|--------|-------|
| Treasuries | 52.42 | 62.20 | -9.78 |
| U.S. TIPS | 1.61 | - | 1.61 |
| Govt Related Agencies | 7.18 | 3.38 | 3.80 |
| Govt Related Loc Auth | 2.53 | 0.59 | 1.94 |
| Govt Related Sovereign | - | 0.87 | -0.87 |
| Govt Related Supranatl | - | 2.44 | -2.44 |
| Corporates Financial | 14.20 | 12.71 | 1.49 |
| Corporates Industrial | 19.73 | 15.84 | 3.89 |
| Corporates Utility | 2.35 | 1.95 | 0.40 |
| Securitized ABS | - | - | - |
| Securitized CMBS | - | - | - |
| Securitized MBS Pass | - | - | - |
| Securitized Covered | - | - | - |
| Securitized CMO | - | - | - |
| N/A | - | - | - |

*Benchmark index belongs to the Bloomberg family of Indices. The rating logic is the Bloomberg Index Rating.

BAY HARBOR WATER FUND-IMA

BAY HARBOR WATER FUND-IMA (by Account 10520819004)

Date Range: 6/1/1997 through 3/31/2023

| Class | Benchmark | Portfolio Allocation | Last 3 Months | | Year To Date | | Selected Dates ¹ | |
|-----------------------------|-------------------------------------|----------------------|---------------|------------------|--------------|------------------|-----------------------------|------------------|
| | | | Class Return | Benchmark Return | Class Return | Benchmark Return | Class Return | Benchmark Return |
| Cash and Cash Equivalents | Lipper Money Market Index | -0.56% | 0.83% | 1.07% | 0.83% | 1.07% | 1.76% | 1.80% |
| | Not Applicable | | - | 0.00% | - | 0.00% | - | 0.00% |
| Fixed Income | Bloomberg Interm Govt/Credit Index | 100.56% | 2.38% | 2.33% | 2.38% | 2.33% | 3.91% | 3.96% |
| | ICE BofA High Yield Master II Index | | - | 3.72% | - | 3.72% | - | 6.06% |
| Totals | Class Blended Benchmark | 100.00% | 2.37% | 2.32% | 2.37% | 2.32% | 3.78% | 3.84% |
| Totals (Net of Fees) | Class Blended Benchmark | 100.00% | 2.28% | 2.32% | 2.28% | 2.32% | 3.28% | 3.84% |

Information in this report is based on sources believed to be reliable but is not guaranteed. The information herein is not intended to be investment, tax or legal advice. Please consult with your tax or legal professional before taking action based on this information. Past performance is not indicative of future results.

FOOTNOTES:¹ Annualized Return

Account summary

March 1, 2023 - March 31, 2023

Investment Manager For Town Of
Bay Harbor Islands Water Fund Under
Agreement Dated December 3, 2018

Account activity

Market value

| | |
|---|-----------------|
| Market value as of March 1, 2023: | \$ 1,793,848.30 |
| Additions | 234.25 |
| Withdrawals | -234.25 |
| Change in investment value (Net of fees, includes income) | 41,236.47 |
| Market value as of March 31, 2023: | \$ 1,835,084.77 |
| Accrued income as of March 31, 2023: | 11,124.02 |
| Total market value plus accrued income | \$ 1,846,208.79 |

Cash and money market activity

| | |
|---|--------------|
| Cash/money market balance as of March 1, 2023: | \$ 19,610.20 |
| Income | 3,249.70 |
| Receipts | 234.25 |
| Sales/Maturities | 55,110.14 |
| Disbursements | -760.56 |
| Purchases | -62,981.87 |
| Cash/money market balance as of March 31, 2023: | \$ 14,461.86 |

Income summary

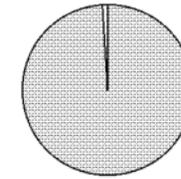
| | This period | Year to date |
|---------------------|-------------|--------------|
| Interest tax exempt | \$ 0.00 | \$ 0.00 |
| Interest taxable | 3,249.70 | 10,229.61 |
| Dividends | 0.00 | 0.00 |
| Other asset income | 0.00 | 0.00 |
| Total income | \$ 3,249.70 | \$ 10,229.61 |

| | Short term | Long term |
|---|-------------|-------------|
| Year to date realized net gain/loss | \$-2,300.02 | \$-3,512.84 |
| (For annual tax preparation please refer to your annual tax letter) | | |

Account profile

Investment objective:
Fixed income

Asset allocation



1% Cash & cash equivalents
99% Fixed income

Asset summary

| | Market value |
|--|-----------------|
| Cash & cash equivalents (Includes income cash of \$ 1,246,272.37) | \$ 14,461.86 |
| Fixed income Taxable | 1,820,622.91 |
| Total assets | \$ 1,835,084.77 |

Bond maturities

| Less than 1 year | 1 to 5 years | 5 to 10 years | over 10 years | |
|------------------|-----------------|---------------|---------------|----------------|
| \$ 135,000.00 | \$ 1,245,954.50 | \$ 550,000.00 | \$ 0.00 | Par value |
| 7.0% | 64.5% | 28.5% | 0.0% | % of par value |



Asset detail

Cash and cash equivalents

| Description | Market value | Tax cost | Unrealized gain (or loss) | Estimated annual income | Current yield | Pct of holdings |
|---|---------------------|---------------------|---------------------------|-------------------------|---------------|-----------------|
| 14,461.86 CRA (BNY Mellon, N.A., Member FDIC) (Principal Holding) | \$ 14,461.86 | \$ 14,461.86 | | \$ 617.89 | 4.3% | 0.8% |
| Principal Cash | -1,246,272.37 | | | | | |
| Income Cash | 1,246,272.37 | | | | | |
| Total cash and cash equivalents | \$ 14,461.86 | \$ 14,461.86 | \$ 0.00 | \$ 617.89 | | 0.8% |

Fixed income

Taxable

Individual securities Treasury

| Shares/par value | Description | Market price | Market value | Tax cost | Unrealized gain (or loss) | Average tax cost | Estimated annual income | Current yield | Pct of holdings |
|------------------|---|--------------|--------------|-------------|---------------------------|------------------|-------------------------|---------------|-----------------|
| 10,000 | US Treasury N/B DTD 8/31/2022 3.25% 8/31/2024 Cusip: 91282CFG1 Moody's: AAA S&P: N/A | \$ 98.4840 | \$ 9,848.40 | \$ 9,947.65 | \$ -99.25 | \$ 99.480 | \$ 325.00 | 3.3% | 0.5% |
| 20,000 | U S Treasury Note DTD 9/30/2022 4.25% 9/30/2024 Cusip: 91282CFN6 Moody's: AAA S&P: AA+ | 99.8870 | 19,977.40 | 20,006.25 | -28.85 | 100.030 | 850.00 | 4.3 | 1.1 |
| 35,000 | United States Treasury Notes DTD 11/15/2014 2.25% 11/15/2024 Cusip: 912828G38 Moody's: AAA S&P: AA+ | 96.8630 | 33,902.05 | 35,125.39 | -1,223.34 | 100.360 | 787.50 | 2.3 | 1.9 |
| 40,000 | United States Treasury Note DTD 2/15/2015 2% 2/15/2025 Cusip: 912828J27 Moody's: AAA S&P: AA+ | 96.1410 | 38,456.40 | 39,015.62 | -559.22 | 97.540 | 800.00 | 2.1 | 2.1 |
| 5,000 | U S Treasury Note DTD 3/2/2020 1.25% 2/28/2025 Cusip: 912828ZC7 Moody's: AAA S&P: N/A | 94.5550 | 4,727.75 | 5,198.83 | -471.08 | 103.980 | 56.25 | 1.2 | 0.3 |
| 30,000 | U S Treasury Note DTD 4/15/2022 2.625% 4/15/2025 Cusip: 91282CEH0 Moody's: AAA S&P: AA+ | 97.1800 | 29,154.00 | 29,797.46 | -643.46 | 99.320 | 787.50 | 2.7 | 1.6 |

March 1 - March 31, 2023

Fixed income

Taxable

Individual securities Treasury
continued

| Shares/par value | Description | Market price | Market value | Tax cost | Unrealized gain (or loss) | Average tax cost | Estimated annual income | Current yield | Pct of holdings |
|------------------|---|--------------|--------------|-----------|---------------------------|------------------|-------------------------|---------------|-----------------|
| 55,000 | U S Treasury Note DTD 5/15/2022 2.75% 5/15/2025 Cusip: 91282CEQ0 Moody's: AAA S&P: AA+ | 97.3750 | 53,556.25 | 55,053.71 | -1,497.46 | 100.100 | 1,512.50 | 2.8 | 2.9 |
| 55,000 | United States Treas Nts 0.2500% DTD 5/31/2020 .25% 5/31/2025 Cusip: 912828ZT0 Moody's: AAA S&P: AA+ | 92.2730 | 50,750.15 | 54,862.50 | -4,112.35 | 99.750 | 137.50 | 0.3 | 2.8 |
| 5,000 | U S Treasury Note DTD 8/15/2022 3.125% 8/15/2025 Cusip: 91282CFE6 Moody's: AAA S&P: AA+ | 98.1210 | 4,906.05 | 4,943.75 | -37.70 | 98.880 | 156.25 | 3.2 | 0.3 |
| 20,000 | United States Treasury Note DTD 10/15/2022 4.125% 10/15/2025 Cusip: 91282CFP1 Moody's: AAA S&P: AA+ | 100.7730 | 20,154.60 | 19,901.56 | 253.04 | 99.510 | 825.00 | 4.1 | 1.1 |
| 15,000 | US Treasury Note DTD 2/15/2023 4% 2/15/2026 Cusip: 91282CGL9 Moody's: AAA S&P: AA+ | 100.4140 | 15,062.10 | 14,756.84 | 305.26 | 98.380 | 600.00 | 4.0 | 0.8 |
| 10,000 | United States Treasury Note DTD 5/16/2016 1.625% 5/15/2026 Cusip: 912828R36 Moody's: AAA S&P: AA+ | 93.6290 | 9,362.90 | 9,137.89 | 225.01 | 91.380 | 162.50 | 1.7 | 0.5 |
| 45,000 | United States Treasury Note DTD 9/30/2019 1.625% 9/30/2026 Cusip: 912828YG9 Moody's: AAA S&P: AA+ | 93.0740 | 41,883.30 | 45,113.68 | -3,230.38 | 100.250 | 731.25 | 1.8 | 2.3 |
| 35,000 | U S Treasury Note 1.125% 11/30/2026 Cusip: 91282CDK4 Moody's: AAA S&P: AA+ | 91.4770 | 32,016.95 | 34,960.35 | -2,943.40 | 99.890 | 393.75 | 1.2 | 1.7 |
| 35,000 | U S Treasury Note DTD 12/31/2021 1.25% 12/31/2026 Cusip: 91282CDQ1 Moody's: AAA S&P: N/A | 91.3440 | 31,970.40 | 34,933.01 | -2,962.61 | 99.810 | 437.50 | 1.4 | 1.7 |
| 30,954.50 | U S Treasury Inflation Indexed Bond DTD 1/15/2017 0.375% 1/15/2027 Cusip: 912828V49 Moody's: AAA S&P: AA+ | 96.3710 | 29,831.16 | 30,782.71 | -951.55 | 99.450 | 116.08 | 0.4 | 1.6 |

Fixed income

Taxable

Individual securities Treasury
continued

| Shares/par value | Description | Market price | Market value | Tax cost | Unrealized gain (or loss) | Average tax cost | Estimated annual income | Current yield | Pct of holdings |
|------------------|---|--------------|--------------|-----------|---------------------------|------------------|-------------------------|---------------|-----------------|
| 30,000 | United States Treasury Note DTD 02/15/2017 2.25% 02/15/2027 Cusip: 912828V98 Moody's: AAA S&P: AA+ | 94.7380 | 28,421.40 | 29,648.05 | -1,226.65 | 98.830 | 675.00 | 2.4 | 1.6 |
| 20,000 | Treasury Note DTD 3/2/2020 1.375% 2/28/2027 Cusip: 912828ZB9 Moody's: AAA S&P: N/A | 90.7540 | 18,150.80 | 20,571.10 | -2,420.30 | 102.860 | 225.00 | 1.2 | 1.0 |
| 45,000 | United States Treasury Note DTD 3/31/2020 .625% 3/31/2027 Cusip: 912828ZE3 Moody's: AAA S&P: AA+ | 88.6560 | 39,895.20 | 45,035.16 | -5,139.96 | 100.080 | 281.25 | 0.7 | 2.2 |
| 45,000 | United States Treasury Note DTD 4/30/2020 .5% 4/30/2027 Cusip: 912828ZN3 Moody's: AAA S&P: AA+ | 88.0430 | 39,619.35 | 45,005.27 | -5,385.92 | 100.010 | 225.00 | 0.6 | 2.2 |
| 35,000 | US Treasury N/B DTD 7/31/2022 2.750% 7/31/2027 Cusip: 91282CFB2 Moody's: AAA S&P: AA+ | 96.3050 | 33,706.75 | 34,384.77 | -678.02 | 98.240 | 962.50 | 2.9 | 1.8 |
| 20,000 | US Treasury N/B DTD 11/30/2022 3.875% 11/30/2027 Cusip: 91282CFZ9 Moody's: AAA S&P: N/A | 101.0390 | 20,207.80 | 20,227.34 | -19.54 | 101.140 | 775.00 | 3.8 | 1.1 |
| 35,000 | US Treasury N/B DTD 01/03/2023 0% 12/31/2027 Cusip: 91282CGC9 Moody's: AAA S&P: AA+ | 101.0510 | 35,367.85 | 35,399.22 | -31.37 | 101.140 | 1,312.50 | 3.7 | 1.9 |
| 40,000 | United States Treasury Note DTD 1/31/2021 .75% 1/31/2028 Cusip: 91282CBJ9 Moody's: AAA S&P: AA+ | 87.3440 | 34,937.60 | 39,840.63 | -4,903.03 | 99.600 | 300.00 | 0.9 | 1.9 |
| 10,000 | United States Treasury Note DTD 11/15/2018 3.125% 11/15/2028 Cusip: 9128285M8 Moody's: AAA S&P: AA+ | 97.4840 | 9,748.40 | 10,396.88 | -648.48 | 103.970 | 312.50 | 3.2 | 0.5 |
| 10,000 | United States Treasury Note DTD 2/15/2019 2.625% 2/15/2029 Cusip: 9128286B1 Moody's: AAA S&P: N/A | 94.8200 | 9,482.00 | 9,962.89 | -480.89 | 99.630 | 262.50 | 2.8 | 0.5 |

March 1 - March 31, 2023

Fixed income

Taxable

Individual securities Treasury
continued

| Shares/par value | Description | Market price | Market value | Tax cost | Unrealized gain (or loss) | Average tax cost | Estimated annual income | Current yield | Pct of holdings |
|------------------|--|--------------|--------------|-----------|---------------------------|------------------|-------------------------|---------------|-----------------|
| 40,000 | United States Treas Note DTD 5/15/2019 2.5% 5/15/2029 Cusip: 9128286T2 Moody's: AAA S&P: AA+ | 93.3010 | 37,320.40 | 41,344.72 | -4,024.32 | 103.360 | 950.00 | 2.6 | 2.0 |
| 25,000 | U S Treasury N/B DTD 7/31/2022 2.625% 7/31/2029 Cusip: 91282CFC0 Moody's: AAA S&P: AA+ | 94.5780 | 23,644.50 | 24,442.38 | -797.88 | 97.770 | 656.25 | 2.8 | 1.3 |
| 30,000 | United States Treasury Note/Bond - DTD 8/15/2019 1.625% 8/15/2029 Cusip: 912828YB0 Moody's: AAA S&P: AA+ | 89.1950 | 26,758.50 | 30,232.04 | -3,473.54 | 100.770 | 487.50 | 1.8 | 1.5 |
| 40,000 | U S Treasury Note DTD 8/31/2022 3.125% 8/31/2029 Cusip: 91282CFJ5 Moody's: AAA S&P: N/A | 97.3400 | 38,936.00 | 39,131.65 | -195.65 | 97.830 | 1,250.00 | 3.2 | 2.1 |
| 10,000 | U S Treasury N/B DTD 11/30/2022 3.875% 11/30/2029 Cusip: 91282CFY2 Moody's: AAA S&P: AA+ | 101.7310 | 10,173.10 | 10,119.92 | 53.18 | 101.200 | 387.50 | 3.8 | 0.6 |
| 25,000 | US Treasury N/B DTD 1/3/2023 3.625% 12/31/2029 Cusip: 91282CGB1 Moody's: AAA S&P: AA+ | 101.8050 | 25,451.25 | 25,329.10 | 122.15 | 101.320 | 906.25 | 3.6 | 1.4 |
| 30,000 | U S Treasury Note DTD 11/15/2021 1.375% 11/15/2031 Cusip: 91282CDJ7 Moody's: AAA S&P: AA+ | 84.4060 | 25,321.80 | 29,039.08 | -3,717.28 | 96.800 | 412.50 | 1.6 | 1.4 |
| 25,000 | U S Treasury Note DTD 5/15/2022 2.875% 5/15/2032 Cusip: 91282CEP2 Moody's: AAA S&P: AA+ | 95.1640 | 23,791.00 | 24,597.27 | -806.27 | 98.390 | 718.75 | 3.0 | 1.3 |
| 25,000 | U S Treasury N/B DTD 11/15/2022 4% 11/15/2032 Cusip: 91282CFV8 Moody's: AAA S&P: N/A | 105.0780 | 26,269.50 | 26,239.45 | 30.05 | 104.960 | 1,000.00 | 3.8 | 1.4 |
| 40,000 | United States Treasury Notes DTD 2/15/2023 3.5% 2/15/2033 Cusip: 91282CGM7 Moody's: AAA S&P: AA+ | 100.1560 | 40,062.40 | 38,465.63 | 1,596.77 | 96.160 | 1,400.00 | 3.5 | 2.2 |

Individual securities Government related

| Shares/par value | Description | Market price | Market value | Tax cost | Unrealized gain (or loss) | Average tax cost | Estimated annual income | Current yield | Pct of holdings |
|------------------|--|--------------|--------------|--------------|---------------------------|------------------|-------------------------|---------------|-----------------|
| 20,000 | Federal Home Loan Banks DTD 4/28/2021 0.625% 10/28/2024 Cusip: 3130ALZS6 Moody's: AAA S&P: AA+ | \$ 94.2470 | \$ 18,849.40 | \$ 20,000.00 | \$ -1,150.60 | \$ 100.000 | \$ 125.00 | 0.7% | 1.0% |
| 20,000 | Federal Home Loan Mortgage Corp DTD 8/12/2020 0.6% 8/12/2025 Cusip: 3134GWND4 Moody's: AAA S&P: N/A | 92.2000 | 18,440.00 | 20,000.00 | -1,560.00 | 100.000 | 120.00 | 0.7 | 1.0 |
| 20,000 | Federal National Mortgage Assn DTD 8/19/2020 0.55% 8/19/2025 Cusip: 3136G4H63 Moody's: AAA S&P: AA+ | 92.0430 | 18,408.60 | 20,000.00 | -1,591.40 | 100.000 | 110.00 | 0.6 | 1.0 |
| 20,000 | Federal Home Loan Mortgage Corp DTD 8/30/2022 4.05% 8/28/2025 Cusip: 3134GXS54 Moody's: AAA S&P: AA+ | 98.6250 | 19,725.00 | 20,004.80 | -279.80 | 100.020 | 810.00 | 4.1 | 1.1 |
| 20,000 | Federal Home Loan Banks DTD 3/30/2022 2.75% 3/25/2027 Cusip: 3130ARAB7 Moody's: AAA S&P: AA+ | 94.8440 | 18,968.80 | 20,000.00 | -1,031.20 | 100.000 | 550.00 | 2.9 | 1.0 |
| 20,000 | Federal Home Bank Loan DTD 4/08/2022 3% 3/25/2027 Cusip: 3130ARDV0 Moody's: AAA S&P: AA+ | 95.5070 | 19,101.40 | 20,000.00 | -898.60 | 100.000 | 600.00 | 3.1 | 1.0 |
| 20,000 | Federal Farm Credit Bank DTD 4/12/2022 3.33% 4/12/2027 Cusip: 3133ENUH1 Moody's: AAA S&P: AA+ | 96.3430 | 19,268.60 | 20,000.00 | -731.40 | 100.000 | 666.00 | 3.5 | 1.1 |

Individual securities Corporate

| Shares/par value | Description | Market price | Market value | Tax cost | Unrealized gain (or loss) | Average tax cost | Estimated annual income | Current yield | Pct of holdings |
|------------------|--|--------------|--------------|--------------|---------------------------|------------------|-------------------------|---------------|-----------------|
| 25,000 | United Parcel Service DTD 11/14/2017 2.5% 4/1/2023 Cusip: 911312BK1 Moody's: A2 S&P: A | \$ 100.0000 | \$ 25,000.00 | \$ 24,286.25 | \$ 713.75 | \$ 97.150 | \$ 625.00 | 2.5% | 1.4% |
| 25,000 | JP Morgan Chase & Co DTD 5/1/2013 3.375% 5/1/2023 Cusip: 46625HJJ0 Moody's: A3 S&P: BBB+ | 99.8000 | 24,950.00 | 24,865.50 | 84.50 | 99.460 | 843.75 | 3.4 | 1.4 |
| 20,000 | Microsoft Corp DTD 12/6/2013 3.625% 12/15/2023 Cusip: 594918AW4 Moody's: AAA S&P: AAA | 99.4870 | 19,897.40 | 21,631.40 | -1,734.00 | 108.160 | 725.00 | 3.6 | 1.1 |

March 1 - March 31, 2023

Individual securities Corporate
continued

| Shares/par value | Description | Market price | Market value | Tax cost | Unrealized gain (or loss) | Average tax cost | Estimated annual income | Current yield | Pct of holdings |
|------------------|--|--------------|--------------|-----------|---------------------------|------------------|-------------------------|---------------|-----------------|
| 20,000 | Citibank Na DTD 1/23/2019 3.65% 1/23/2024 Cusip: 17325FAS7 Moody's: AA3 S&P: A+ | 98.6290 | 19,725.80 | 20,989.40 | -1,263.60 | 104.950 | 730.00 | 3.7 | 1.1 |
| 10,000 | Paccar Financial Corp DTD 2/2/2021 0.35% 2/2/2024 Cusip: 69371RR24 Moody's: A1 S&P: A+ | 96.0660 | 9,606.60 | 9,988.40 | -381.80 | 99.880 | 35.00 | 0.4 | 0.5 |
| 25,000 | Blackrock Inc DTD 3/18/2014 3.5% 3/18/2024 Cusip: 09247XAL5 Moody's: AA3 S&P: AA- | 98.5410 | 24,635.25 | 27,171.75 | -2,536.50 | 108.690 | 875.00 | 3.6 | 1.3 |
| 10,000 | Toyota Motor Credit Corp DTD 10/7/2019 2% 10/7/2024 Cusip: 89236TGL3 Moody's: A1 S&P: A+ | 96.2020 | 9,620.20 | 9,991.00 | -370.80 | 99.910 | 200.00 | 2.1 | 0.5 |
| 10,000 | Target Corp DTD 3/31/2020 2.25% 4/15/2025 Cusip: 87612EBL9 Moody's: A2 S&P: A | 96.0750 | 9,607.50 | 9,983.40 | -375.90 | 99.830 | 225.00 | 2.3 | 0.5 |
| 20,000 | Honeywell International DTD 5/18/2020 1.35% 6/1/2025 Cusip: 438516CB0 Moody's: A2 S&P: A | 93.8270 | 18,765.40 | 20,476.80 | -1,711.40 | 102.380 | 270.00 | 1.4 | 1.0 |
| 10,000 | Amazon.Com Inc DTD 6/3/2020 0.8% 6/3/2025 Cusip: 023135BQ8 Moody's: A1 S&P: AA | 93.0410 | 9,304.10 | 9,996.10 | -692.00 | 99.960 | 80.00 | 0.9 | 0.5 |
| 20,000 | B B & T Corporation DTD 06/05/2018 3.7% 06/05/2025 Cusip: 05531FBE2 Moody's: A3 S&P: A- | 95.3020 | 19,060.40 | 22,279.40 | -3,219.00 | 111.400 | 740.00 | 3.9 | 1.0 |
| 15,000 | State Street Corp DTD 8/18/2015 3.55% 8/18/2025 Cusip: 857477AT0 Moody's: A1 S&P: A | 96.3950 | 14,459.25 | 16,741.80 | -2,282.55 | 111.610 | 532.50 | 3.7 | 0.8 |
| 15,000 | Wells Fargo Co DTD 9/28/2015 3.55% 9/29/2025 Cusip: 94974BGP9 Moody's: A1 S&P: BBB+ | 96.1530 | 14,422.95 | 15,092.25 | -669.30 | 100.620 | 532.50 | 3.7 | 0.8 |
| 10,000 | Bristol-Myers Squibb Co DTD 11/13/2020 0.75% 11/13/2025 Cusip: 110122DN5 Moody's: A2 S&P: A+ | 91.3380 | 9,133.80 | 9,764.40 | -630.60 | 97.640 | 75.00 | 0.8 | 0.5 |

Individual securities Corporate
continued

| Shares/par value | Description | Market price | Market value | Tax cost | Unrealized gain (or loss) | Average tax cost | Estimated annual income | Current yield | Pct of holdings |
|------------------|---|--------------|--------------|-----------|---------------------------|------------------|-------------------------|---------------|-----------------|
| 20,000 | Bank Of America Corp DTD 1/23/2018 Fltg Rate 1/23/2026 Cusip: 06051GGZ6 Moody's: A2 S&P: A- | 96.1740 | 19,234.80 | 19,684.80 | -450.00 | 98.420 | 673.20 | 3.5 | 1.1 |
| 10,000 | Caterpillar Finl Service DTD 3/1/2021 0.9% 3/2/2026 Cusip: 14913R2K2 Moody's: A2 S&P: A | 90.6810 | 9,068.10 | 9,977.10 | -909.00 | 99.770 | 90.00 | 1.0 | 0.5 |
| 20,000 | Target Corp DTD 4/11/2016 2.5% 4/15/2026 Cusip: 87612EBE5 Moody's: A2 S&P: A | 95.9970 | 19,199.40 | 19,606.10 | -406.70 | 98.030 | 500.00 | 2.6 | 1.1 |
| 20,000 | U S Bancorp DTD 4/26/2016 3.1% 4/27/2026 Cusip: 91159HHM5 Moody's: A2 S&P: A | 92.8940 | 18,578.80 | 19,980.20 | -1,401.40 | 99.900 | 620.00 | 3.3 | 1.0 |
| 25,000 | Unitedhealth Group Inc DTD 5/19/2021 1.15% 5/15/2026 Cusip: 91324PEC2 Moody's: A3 S&P: A+ | 90.9250 | 22,731.25 | 24,956.50 | -2,225.25 | 99.830 | 287.50 | 1.3 | 1.2 |
| 10,000 | General Dynamics Corp DTD 5/10/2021 1.15% 6/1/2026 Cusip: 369550BN7 Moody's: A3 S&P: A- | 90.6570 | 9,065.70 | 9,988.95 | -923.25 | 99.890 | 115.00 | 1.3 | 0.5 |
| 25,000 | John Deere Capital Corp DTD 6/17/2021 1.05% 6/17/2026 Cusip: 24422EVR7 Moody's: A2 S&P: A | 90.2800 | 22,570.00 | 24,958.75 | -2,388.75 | 99.840 | 262.50 | 1.2 | 1.2 |
| 10,000 | American Honda Finance DTD 9/9/2021 1.3% 9/9/2026 Cusip: 02665WDZ1 Moody's: A3 S&P: A- | 89.6760 | 8,967.60 | 10,011.85 | -1,044.25 | 100.120 | 130.00 | 1.5 | 0.5 |
| 20,000 | 3M Company DTD 9/19/2016 2.25% 9/19/2026 Cusip: 88579YAV3 Moody's: A1 S&P: A | 92.3020 | 18,460.40 | 19,784.00 | -1,323.60 | 98.920 | 450.00 | 2.4 | 1.0 |
| 15,000 | Premier Health Partners DTD 8/31/2016 2.911% 11/15/2026 Cusip: 74052BAA5 Moody's: BAA1 S&P: N/A | 90.3010 | 13,545.15 | 15,000.00 | -1,454.85 | 100.000 | 436.65 | 3.2 | 0.7 |
| 25,000 | Apple Inc DTD 2/9/2017 3.35% 2/9/2027 Cusip: 037833CJ7 Moody's: AAA S&P: AA+ | 97.6460 | 24,411.50 | 25,110.50 | -699.00 | 100.440 | 837.50 | 3.4 | 1.3 |

March 1 - March 31, 2023

Individual securities Corporate
continued

| Shares/par value | Description | Market price | Market value | Tax cost | Unrealized gain (or loss) | Average tax cost | Estimated annual income | Current yield | Pct of holdings |
|------------------|--|--------------|--------------|-----------|---------------------------|------------------|-------------------------|---------------|-----------------|
| 10,000 | Snap-On Inc DTD 2/21/2017 3.25% 3/1/2027 Cusip: 833034AK7 Moody's: A2 S&P: A- | 96.0910 | 9,609.10 | 10,014.55 | -405.45 | 100.150 | 325.00 | 3.4 | 0.5 |
| 20,000 | Public Svc Elec Gas Co DTD 5/5/2017 3% 5/15/2027 Cusip: 74456QBS4 Moody's: A1 S&P: A | 94.4660 | 18,893.20 | 20,042.00 | -1,148.80 | 100.210 | 600.00 | 3.2 | 1.0 |
| 25,000 | Simon Property Group LP DTD 12/11/2017 3.375% 12/1/2027 Cusip: 828807DE4 Moody's: A3 S&P: A- | 93.3130 | 23,328.25 | 26,654.50 | -3,326.25 | 106.620 | 843.75 | 3.6 | 1.3 |
| 5,000 | Indiana Michigan Power Co DTD 5/2/2018 3.85% 5/15/2028 Mandatory Put 9/7/2018 @ 100. Cusip: 454889AS5 Moody's: A3 S&P: A- | 96.6280 | 4,831.40 | 4,984.25 | -152.85 | 99.690 | 192.50 | 4.0 | 0.3 |
| 15,000 | T J X Cos Inc DTD 11/30/2020 1.15% 5/15/2028 Cusip: 872540AV1 Moody's: A2 S&P: A | 86.8120 | 13,021.80 | 13,330.20 | -308.40 | 88.870 | 172.50 | 1.3 | 0.7 |
| 20,000 | Duke Energyflorida LLC DTD 6/21/2018 3.8% 7/15/2028 Cusip: 26444HAE1 Moody's: A1 S&P: A | 97.3370 | 19,467.40 | 20,526.00 | -1,058.60 | 102.630 | 760.00 | 3.9 | 1.1 |
| 20,000 | Morgan Stanley DTD 1/19/2023 Fltg Rate 2/1/2029 Cusip: 61747YFA8 Moody's: A1 S&P: A- | 100.7940 | 20,158.80 | 19,702.27 | 456.53 | 98.510 | 1,024.60 | 5.1 | 1.1 |
| 25,000 | PNC Financial Services DTD 4/22/2019 3.45% 4/23/2029 Cusip: 693475AW5 Moody's: A3 S&P: A- | 93.0670 | 23,266.75 | 28,715.00 | -5,448.25 | 114.860 | 862.50 | 3.7 | 1.3 |
| 20,000 | Pepsico Inc DTD 7/29/2019 2.625% 7/29/2029 Cusip: 713448EL8 Moody's: A1 S&P: A+ | 91.6590 | 18,331.80 | 21,392.80 | -3,061.00 | 106.960 | 525.00 | 2.9 | 1.0 |
| 20,000 | Home Depot Inc DTD 3/30/2020 2.7% 4/15/2030 Cusip: 437076CB6 Moody's: A2 S&P: A | 90.2810 | 18,056.20 | 21,130.40 | -3,074.20 | 105.650 | 540.00 | 3.0 | 1.0 |
| 25,000 | Costco Wholesale Corp DTD 4/20/2020 1.6% 4/20/2030 Cusip: 22160KAP0 Moody's: AA3 S&P: A+ | 84.8920 | 21,223.00 | 24,848.85 | -3,625.85 | 99.400 | 400.00 | 1.9 | 1.2 |

Individual securities Corporate
continued

| Shares/par value | Description | Market price | Market value | Tax cost | Unrealized gain (or loss) | Average tax cost | Estimated annual income | Current yield | Pct of holdings |
|------------------|--|--------------|--------------|-----------|---------------------------|------------------|-------------------------|---------------|-----------------|
| 20,000 | Northern Trust Corp DTD 5/1/2020 1.95% 5/1/2030 Cusip: 665859AV6 Moody's: A2 S&P: A+ | 83.3820 | 16,676.40 | 20,656.40 | -3,980.00 | 103.280 | 390.00 | 2.3 | 0.9 |
| 25,000 | Automatic Data Processng DTD 8/13/2020 1.25% 9/1/2030 Cusip: 053015AF0 Moody's: AA3 S&P: AA- | 81.9640 | 20,491.00 | 24,752.00 | -4,261.00 | 99.010 | 312.50 | 1.5 | 1.1 |
| 20,000 | Walmart Inc 0.0000% 9/22/2031 DTD 9/22/2021 1.8% 9/22/2031 Cusip: 931142ET6 Moody's: AA2 S&P: AA | 84.5730 | 16,914.60 | 19,943.60 | -3,029.00 | 99.720 | 360.00 | 2.1 | 0.9 |
| 10,000 | K L A Corp DTD 6/23/2022 4.65% 7/15/2032 Cusip: 482480AL4 Moody's: A2 S&P: A- | 100.9700 | 10,097.00 | 9,759.40 | 337.60 | 97.590 | 465.00 | 4.6 | 0.6 |

Individual securities Other

| Shares/par value | Description | Market price | Market value | Tax cost | Unrealized gain (or loss) | Average tax cost | Estimated annual income | Current yield | Pct of holdings |
|------------------|--|--------------|--------------|--------------|---------------------------|------------------|-------------------------|---------------|-----------------|
| 10,000 | Port Authority Of New York & Newje DTD 7/8/2020 1.086% 7/1/2023 Txbl-Consolidated Nts- Ser Aaa Cusip: 73358W4V3 Moody's: AA3 S&P: AA- | \$ 99.0350 | \$ 9,903.50 | \$ 10,000.00 | \$ -96.50 | \$ 100.000 | \$ 108.60 | 1.1% | 0.5% |
| 5,000 | California ST DTD 4/25/18 3.375% 4/1/2025 Txbl Cusip: 13063DGB8 Moody's: AA2 S&P: AA- | 98.1080 | 4,905.40 | 5,037.20 | -131.80 | 100.740 | 168.75 | 3.4 | 0.3 |
| 10,000 | State Board Of Administration DTD 9/16/2020 1.705% 7/1/2027 Cusip: 341271AE4 Moody's: AA3 S&P: AA | 89.1570 | 8,915.70 | 10,000.00 | -1,084.30 | 100.000 | 170.50 | 1.9 | 0.5 |
| 10,000 | New York ST Dorm Auth ST Personal DTD 6/23/2021 1.748% 3/15/2028 Income Tax Revenue Txbl-State Personal It Rev Bond-Ser C Cusip: 64990FD76 Moody's: N/A S&P: AA+ | 87.3870 | 8,738.70 | 10,000.00 | -1,261.30 | 100.000 | 174.80 | 2.0 | 0.5 |

March 1 - March 31, 2023

Individual securities Other
continued

| Shares/par value | Description | Market price | Market value | Tax cost | Unrealized gain (or loss) | Average tax cost | Estimated annual income | Current yield | Pct of holdings |
|-------------------------------------|--|--------------|-----------------|-----------------|---------------------------|------------------|-------------------------|---------------|-----------------|
| 15,000 | University Of California DTD 3/19/2019 3.349% 7/1/2029 Revenues TxbI-Ref-Gen-Ser Bd Cusip: 91412HFG3 Moody's: AA2 S&P: AA | 94.5620 | 14,184.30 | 15,000.00 | -815.70 | 100.000 | 502.35 | 3.5 | 0.8 |
| Total taxable individual securities | | | \$ 1,820,622.91 | \$ 1,941,760.57 | \$ -121,137.66 | | \$ 44,949.03 | | 99.2% |
| Total taxable fixed income | | | \$ 1,820,622.91 | \$ 1,941,760.57 | \$ -121,137.66 | | \$ 44,949.03 | | 99.2% |
| Total fixed income | | | \$ 1,820,622.91 | \$ 1,941,760.57 | \$ -121,137.66 | | \$ 44,949.03 | | 99.2% |
| Total assets | | | \$ 1,835,084.77 | \$ 1,956,222.43 | \$ -121,137.66 | | \$ 45,566.92 | | 100.0% |

AGENDA ITEM REPORT
May 10, 2023

ITEM NUMBER: 5.

ITEM: Report from the Parks and Recreation Committee regarding their April 19, 2023 meeting.

DESCRIPTION:

The Parks & Recreation Department held a meeting on April 19, 2023. (Enclosed is a copy of the agenda package)

Following are the recommendations of the Committee:

1. Host the first Annual Halloween Doggy Parade in October.
2. Hiring a Park Attendant on the weekends for the Basketball courts from 3:00 p.m. to 8:00 p.m.
3. Host a Shoreline Clean Up the first weekend in June.
4. Start a Resident Dining Club Committee.
5. Art Program

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Maria Lasday, Town Manager

ATTACHMENTS

None

AGENDA ITEM REPORT
May 10, 2023

ITEM NUMBER: 6.

ITEM: Approval of Council Meeting Minutes:

- A.) February 1, 2023 Regular Council Meeting
- B.) February 9, 2023 Special Council Meeting

DESCRIPTION:

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

| | |
|----|------------------------------------|
| 1. | 02.01.2023 Regular Council Meeting |
| 2. | 02.09.2023 Special Council Meeting |

**TOWN OF BAY HARBOR ISLANDS
MINUTES OF A REGULAR COUNCIL MEETING**

A Regular Meeting of the Town Council was held on Wednesday, February 1, 2023, at 7:04 p.m. Upon roll call the following members responded:

| | | |
|-------------------------------|---------------------|---------------------------------|
| | Mayor Joshua Fuller | |
| Vice Mayor Elizabeth Tricoche | | Council Member Stephanie Bruder |
| Council Member Teri D’Amico | | Council Member Molly Diallo |
| Council Member Isaac Salver | | Council Member Robert Yaffe |

SPECIAL PRESENTATION:

1. Proclamation honoring and congratulating Ben Ferencz, the last surviving prosecutor of the Nuremberg trials, for receipt of the Congressional Gold Medal.

Mayor Fuller read a proclamation into the record honoring and congratulating Ben Ferencz for receiving Congress’s highest honor – The Congressional Gold Medal and expressing the Town of Bay Harbor Islands’ gratitude for his unrelenting commitment to humanity and justice.

2. Proclamation - March 2023 - Colorectal Cancer Awareness Month.

Mayor Fuller read a proclamation into the record proclaiming “March 2023” as Colorectal Cancer Awareness Month.

3. Pinning Ceremony - Officer Tomas Figueiroa Rego.

Rabbi Zalman Lipskar prayed over Officer Rego. Police Chief Raul Diaz administered the “Law Enforcement Oath of Office” to Officer Rego, who received his Police Badge, surrounded by his family, friends, coworkers, and some members of the City of Miami Police Department.

4. Transfer of Development Rights (TDR's) Report - Marcum, LLP, Town Auditors –

Moises Ariza reported that a review of the town’s Transfer of Development Rights (TDR) was conducted, and the resulting report was released on January 4th. The TDR Schedule was provided by the town for its completeness and accuracy. Six (6) required changes were recommended to the schedule in order to make it accurate as of September 30, 2022. As a result of making the recommended changes and updating the schedule, the amounts presented on the schedule as of September 30, 2022, were accurate. Additionally, as of that date, the town was owed \$390,000 for TDR sales, which was collected on October 20, 2022; as of, today, February 1, 2023, the TDR Schedule, records, and reports that the town has in place are complete and accurate; and the town provided a schedule reflecting the recommended changes.

Council Member Salver questioned a statement in the report that Bank Statements were not available prior to 2013 and asked about the original transaction in the report.

Mr. Ariza responded that there were transactions from November 2012. He explained they could not vouch the cash receipt for certain transactions, but they were able to vouch the internal accounting records and bank statements that reconciled to the audited financial statements. He noted the banking institution could not vouch for certain transactions prior to 2013 for cash receipts, as they did not keep records prior to that year.

Council Member Salver asked if verification was able to be made through a third-party confirmation or by contacting the debtor for proof of payments. Mr. Ariza responded that emails were available. He explained the process, which included looking at the contract agreements for the TDR sales; the meeting Minutes where the sale price was included; which was traced to the town's accounting records and general ledger. Certain transactions could not be followed through the Bank Statements, but everything else was addressed. He stated hundreds of documents were reviewed, but there were no uniform transactions; everyone was reviewed individually. The review started in October and included agreements, meeting minutes, email and communication with the Town Planner, records regarding Warranty Deeds, Miami-Dade County Property Appraiser search department, bank statements, accounting statements, Council Meeting videos, and reaching out to developers to ensure the documents in hand were correct.

Council Member D'Amico asked if there was anything the town should do moving forward, in terms of recording.

Mr. Ariza reiterated that the TDR schedule was complete and accurate, and there were no monies owed. There was a release of an escrow of \$390,000 for the remaining portion of the TDR and interest payment for an extension of the agreement. He stated that all the records were there, but not available in one receptacle. The process that the elected body had approved for the sale of TDRs was not consistent, as it changes. Developers were allowed to negotiate and dialogue with the council. He stated the Town Manager's Office, the Finance Department, Marlon Martinez, and Town Planner Michael Miller were all helpful, and there was no delay of information. As to recommendations, there should be documentation regarding how future records are documented, because from the records they obtained, nothing was uniform.

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA ITEMS:

Council Member Bruder pulled Item #10 from the Consent Agenda for discussion. She also requested items be placed on the March Council Meeting Agenda to revisit zoom meetings and to discuss the contract with the gas station in the town.

Council Member Salver pulled Item #9 from the Consent Agenda for discussion.

TOWN MANAGER’S REPORT:

Town Manager Lasday reported on the following:

- Movie Night (the Last Jedi) on Friday with Slide Show of pictures from the town over the last 75 years, followed by a video of Bay Harbor Islands. Refreshments will be served at the event.
- The Art Festival to begin at 11:00 a.m.; MOT to start on Friday at 10:00 a.m. and ends on Sunday night. Notification to the school and distribution of flyers to businesses and to condominium buildings regarding the event.
- A component in the Art Festival for children’s activities.
- Special event for residents on Sunday from 11:00 a.m. to 3:00 p.m. with chicken paella, Nestor Torres, DJ, and dance.
- Concert on Saturday from 6:00 p.m. to 10:00 p.m. A shuttle will be available to transport residents to the event. There will be free extra parking for the weekend in the municipal garage, the Tera Group parking, and the parking lot behind the 1111 Kane Concourse building.
- Public Works Staff and the Town Engineer working with Waypoint on the 92nd Street Park renovations. The item will be heard at the March Council Meeting, and an update will be provided to the Parks & Recreation Board at the February 16th meeting by Public Works staff and Waypoint. A price was negotiated, and more items were included in the project.
- The council’s availability for a School Safety Meeting on February 27th at 6:00 p.m.

Mayor Fuller explained the intent of the closed meeting for the council to be provided with information to maximize the safety of the citizens and of the children at the school.

The manager continued to report:

- February 9, 2023, Bridge Replacement Project meeting at 6:00 p.m. with the beginning of discussion on the look of the new bridge. The meeting will be live streamed, and ATKINS will make a presentation.
- February 15, 2023, at 6:30 p.m. Condominium Association Workshop. Flyers will be distributed.
- A Town Manager’s Report will not be provided next week due to her attendance at the FAST Fly-in event in Washington, DC from February 6th through 8th.
- February 18th Movie Night – Luca
- February 26th Concert with Brazilian music
- March 12th – Five K Run
- The Shepard Broad Causeway Bridge repair project to commence no later than the first week of March. Most of the work will be done to the underside of the bridge.
- Completion of smoke testing; all manholes were sealed and there was no infiltration.
- An interview with the Children’s Trust tomorrow morning; the town made it to the first round. Congratulated Joel Jacobi for getting the town to this point to obtain the grant.
-

COUNCIL REPORTS: Each Council Member will be afforded two (2) minutes to make their reports.

Council Member D'Amico commented on the out-of-control traffic in Bal Harbour and Surfside. Mayor Fuller explained both of the lanes on the northside will remain open. Officer Locke explained the traffic pattern for the event.

Council Member Yaffe congratulated Officer Rego; commended Mayor and staff for advertising and planning the event and reported on the attendance at the last town concert, which he felt was great for the residents.

Council Member Salver commented on the togetherness among staff and peers at the Employee Appreciation Party.

Council Member Diallo stated she enjoyed going to the banquet, thanked staff for putting such an event together, spoke on her attendance at Miami-Dade County Teacher of the Year Banquet, and congratulated Officer Rego.

Council Member Bruder thanked the staff for the work on planning the 75th Anniversary event. She particularly thanked Bridget Morin for her hard work and for the designs associated with the event.

Mayor Fuller expressed condolences on behalf of the town, to the family of Judge Marcia Cooke, first Black female federal judge-a Bay Harbor Islands' resident who passed away. The mayor also thanked staff for their work on planning the event. He announced the Art Festival for Saturday from 11:00 a.m. to 3:00 p.m., which will be open to all, not just residents; and a concert with Orlando Mendez from "The Voice" on Saturday evening. The event on Sunday from 11:00 a.m. to 3:00 p.m. will be for Bay Harbor Islands' residents only; there will be paella, kosher foods, free beer, and free kosher wine.

PUBLIC COMMENT

There is a three (3) minute time limit for each speaker during public comment and a two (2) minute time limit for each speaker during all other agenda items. Your cooperation is appreciated in observing the three (3) minute rule. If you have a matter you would like to discuss which requires more than three (3) minutes, please arrange a meeting with the Town Manager or appropriate administrative official. A request form is available from staff; please fill it in and return it to the Town Clerk prior to the start of the meeting if you would like to speak during public comment. Please come forward to the podium, give your name and address, and the name and address of the organization you are representing if any.

Frances Neuhut, 1060 Kane Concourse, LLC, came forward and complained of a Notice of Violation against her new tenant with a threat of \$75 daily penalty, instead of a Courtesy Notice being provided. She spoke about helping to emphasize term limits and run as a candidate in the April 4th Town Elections; her need to fight for democracy and transparency in BHI government, no reason to remove Citizens Bill of Rights or denial of appeal; her need for the Council to eliminate failed phantom Parking Trust, 1070 Kane Concourse; parking crisis in the town's Business District; Council should eliminate TDR Program; council enabling illegal underground parking garages, and the need for positivism.

Kathleen Kennedy, 9180 West Bay Harbor Drive, came forward and questioned the expenditure of \$200,000 on Town Hall's roof, when employees in the building were becoming sick. She stated her intent to contact the Department of Health next week for them to conduct a review of the building; she commended Public Works Director Jason Atkinson for doing a good job and Joel Jacobi for taking care of issues at the school and bringing the principal up to date. She stated she will request receipts for the 75th Anniversary event. She then thanked the Town Manager for all her work.

COMMITTEE REPORTS:

There were no Committee Reports.

CONSENT AGENDA: Set for approximately 7:55 p.m. (*Consent agenda items are those which are routine, do not require discussion or explanation prior to Town Council action, or have already been discussed and/or explained and do not require further discussion or explanation. Items can be removed from the consent agenda by the request of an individual Council member for independent consideration provided such request is made prior to the vote on the consent agenda.*)

- 5. Approval of Minutes:
 - A. Budget Workshop - June 29, 2022
 - B. Special Council Meeting - June 29, 2022
 - C. Special Council Meeting - July 27, 2022
 - D. Regular Council Meeting - August 15, 2022
 - E. First Budget Public Hearing - September 14, 2022
 - F. Regular Council Meeting - September 14, 2022
 - G. Second Budget Public Hearing - September 28, 2022
- 6. **Consideration and Approval** of a Resolution revising Resolution No. 2268 to amend parking meter rates.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, REVISING RESOLUTION NO. 2268 AMENDING THE TOWN'S PARKING METER RATES; REPEALING OTHER RESOLUTIONS IN CONFLICT, PROVIDING FOR INCORPORATION OF RECITALS AND SETTING AN EFFECTIVE DATE.

- 7. **Consideration and Approval** of a Memorandum of Understanding (MOU) between Miami-Dade County Association of Chiefs of Police (MDCACP) - First Responder Mental Wellness Initiative and Bay Harbor Islands (Partner Agency) for BHI law enforcement officers participation in the Regional First Responder Peer Support Team Program.
- 8. **Consideration and Approval** of a Resolution establishing a rate structure for use of the town's Electric Vehicle Charging Station.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, ADOPTING FEES FOR USE OF THE ELECTRIC EV CHARGING STATION; PROVIDING FOR INCORPORATION OF RECITALS AND SETTING AN EFFECTIVE DATE.

ACTION: Council Member Salver made a motion to approve the Consent Agenda. Vice Mayor Tricoche seconded the motion, and it passed unanimously.

9. **Consideration and Approval** of a Resolution amending the Building Permit Fee Schedule set by Resolution No. 2270 to establish a reduced fee for applicants that choose to use a "Private Provider" for Building Plan Review and Inspections, as per Florida Statutes, Section 553.791.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA AMENDING THE FEE SCHEDULE OUTLINED IN RESOLUTION NO. 2270 TO ESTABLISH A REDUCED FEE FOR APPLICANTS THAT HIRE A "PRIVATE PROVIDER" FOR PLAN REVIEW AND BUILDING INSPECTIONS AS SPECIFIED IN FLORIDA STATUTES, SECTION 553.791; PROVIDING FOR INCORPORATION OF RECITALS AND SETTING AN EFFECTIVE DATE.

Vice Mayor Tricoche moved the item to the floor, and Council Member Bruder seconded the motion.

Council Member Salver asked if the town had ever employed such a program before. Town Manager Lasday responded that the issue came up last week and some other municipalities were doing the same. The Building Official conducted a survey of other municipalities, and staff was recommending a large percentage be given because of the size of the town. The town is required by Florida Statutes 553.791 to consider the reduced rate. Town Attorney Geller explained the regulations "Alternative Plans Review and Inspection" which allows the owner of a building or structure to choose to use a Private Provider for building code inspection services with regard to buildings or structures and make payment directly to those Private Providers. However, the services are subject to a written contract with authorization of the owner, who can elect to have this service done for plan review and inspections; subject to various safeguards like being licensed in the State of Florida and being appropriately regulated.

Discussion ensued regarding the following:

- The Private Provider Statute was adopted in 2021 and 2022; whether the town would assume liability on the decision of the Private Provider; the town assuming liability if it accepted something that was not in keeping with the requirements of the Statute.

- If a resolution could be passed requiring all inspections and plan reviews to be done by in-house inspectors; the choice being with the property owner and not with the municipality; not in favor of lowering the fees; if the owners chose to use these services, it should be at their own cost; staff conducting a second review as is normally done and implementing some type of vehicle to bring Private Providers before the Town Council to address the matter again to protect the public.
- Clarification that the Private Provider would not be receiving a discount; the reduction in fees means the Private Providers would be paid less than the property owners pay the town; a reduced fee will be paid to the town, because it will not be providing the same services; property owners would pay for the plan review and/or inspections privately, so that they do not pay the town the fees that would normally be charged, so it will be reduced.
- The town conducting a secondary review; the town not authorized by law to redo what was done; having additional inspections would be at the town's expense; reading of the language of the Statute and clarification that there has to be that credit or reduction, and the town cannot charge for services that it was not performing; no authorization or basis in the Statute for the town to redo what the Private Provider did; reasonable Administrative Fee to ensure the proper paperwork was submitted; challenge if the town decided to argue with the fact that even though the service was proper and the plans were sealed by an appropriate licensed individual; the council passing an ordinance requiring any party working as a third party inspector to sign and execute a "Release of Liability from the Town", an indemnification clause; with insurance, etc.; provision in the ordinance that in the event they do not sign the release, the town can purchase insurance on their behalf and submit the bill to them; in order to protect the residents.
- The Private Provider would be someone licensed with the State, like a licensed engineer or architect, who would have to meet certain guidelines, like financial responsibility; and by virtue of their signature and seal become liable for what they sign.
- The original Statute in place for 15 years; municipalities not giving the credit in the past; lobbying to include the reduced fee provision in the Statute, which now requires municipalities to give the discount.
- The request submitted to the Council in order to comply with the Statute; the Statute addressed it in some form making the Private Provider liable for the buildings up to five years after building and One or Five Million Dollars of insurance, depending on the value of the project; the town not having a choice as it was up to the owner or the contractor; information in the Statute pertaining to liability does not prevent the town from passing an ordinance that would increase the liability; a Professional Engineer, a Registered Architect, or a Licensed Building Official can be a Private Provider, as per the Statute; requirement to provide a "Notice to Building Official" indicating selection to use a Private Provider;

inspectors and plan examiners are not required to be approved by the Board of Rules and Appeals; they are only required to obtain their state license.

- Strict compliance with the Statute could be enforced if the proper paperwork was not provided, if they didn't hold the appropriate license; if issuance was not done under seal, if documents were not properly signed off, and if the license was not in order; the town would have a right to refuse; Statute now requires Private Providers to be audited only twice a year, less times than in previous years.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward and stated the issue of the Private Provider was a bad policy and that precautionary measures could be taken. She spoke about a house that is sinking with mold underneath it; that has a six-foot setback instead of the ten feet required and the Building Department not having the means to measure the setback. She stated that developers totaled the whole lot; did not know if the soil was tested and had arsenic, and took down all the trees, which gave them the right to put their fence close to the other property.

Council Member Salver requested that safeguards be built into the resolution, if it comes back to the council, that if the plan review is completely offsite and by independent contractor, the town needs to do its own plan review; even if it has to assume the cost, as the town should have the final say on plan reviews.

Vice Mayor Tricoche withdrew the motion.

- 10. Consideration and Approval** of a Resolution awarding an emergency contract to Perkins Roofing Corp. in the amount of \$199,188.00 for the replacement of the Town Hall and Annex Building roof.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AWARDING AN EMERGENCY CONTRACT TO PERKINS ROOFING CORP FOR REPLACEMENT OF THE TOWN HALL AND ANNEX BUILDINGS' ROOFS, PURSUANT TO SECTION 2.1.2 OF THE TOWN CODE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR EXPENDITURE OF FUNDS; AND SETTING AN EFFECTIVE DATE.

Council Member Salver moved the item to the floor and Council Member Bruder seconded the motion.

Council Member Bruder stated that she did not feel the roof should be repaired, as the Town Hall has been mitigated three times for asbestos, previously for mold and now again with this situation. She mentioned she spoke with contractors, with infectious disease doctors, and walked the entire Town Hall; plus, staff were getting sick.

She felt that installing a roof and air conditioner, waiting six months, and then waiting again to get mold was ridiculous. She stated that the building had not been maintained in 30 years. She suggested knocking down the building, renting space for the offices, and building a new facility within the garage. She mentioned she spoke with the town's lobbyist who informed her that grants can be obtained for the Police Department facility, for electrical, and other things; which would mitigate the cost. She stated the employees cannot be left in the building, because there would be mold again even if it came from the roof as mold cannot be found every single time. They mitigate it, they cut it, but it is still wet behind, unless it goes all the way to the studs, which would require moving everybody out. She felt that it was at the point where staff needed to be moved out of the building for health reasons and safety.

Council Member D'Amico concurred. She felt the Town Hall was not a functional space for what is being done, and having a new building could lead to lots of exciting things that could be done in the space and solve some problems in town. She stated that putting the new roof on the building, which she was not in favor of, would seal the mold, without ensuring the building was clean.

Vice Mayor Tricoche stated she understood staying at Town Hall was not a long-term plan, but a plan had to be made now to get out. She agreed it made sense in the long term to build up the garage and make it custom for everyone. She pointed out the Police Department has some needs that are not able to be accommodated because of working in the shell of a building. However, she wanted information to better understand whether building a new building would be a five or ten-year plan; the options to move staff out of the building including the cost; and how the Police Department and the police officers will be accommodated somewhere else.

Mayor Fuller referred to the additional mold and the water seeping up in the administrative office. He stated that the new floors were recently done and now they are being peeled up, with water underneath, which should have been obvious to the last company that did the renovations and put in the floor. He suggested asking the company why they installed something with an obvious water leak.

Town Manager Lasday responded that the company did not know there was a problem then; the work is under warranty, and the company had been contacted. The bigger issue is what is causing the leak, as it was not a problem back then.

Mayor Fuller stated that he had a problem with spending money on a floor that now has to be ripped back up, as the leak should have been obvious to the company.

Town Attorney Geller stated that the Town Hall structure is not the only one with issues. He stated that every time a car drives over right above the current parking garage, in the Police Officers new gym, the wall shakes. The solution is finding out what is structurally wrong, before moving forward.

He concurred with previous comments that being in Town Hall was not a long-term solution. He asked if there was any more life outside of the roof. Town Manager Lasday spoke of illness due to the condition of the administrative office and urged the council to have the roof replaced and the air condition fixed, if they were going to keep the room; as she could not physically work there, otherwise.

Council Member Yaffe brought up the issue of having a study done regarding the addition of a third floor to Town Hall, which he felt should not be addressed considering the situation that was now being discussed. Town Manager Lasday spoke of the issues at the Police Department and at her office. She stated she had major issues and did not know what the problem was until she noticed there were spores all over the wall in her office. She urged the council to have the roof replaced and the air conditioner fixed, if they were going to keep the building, as something had to be done.

Council Member Bruder stated that replacing the roof will not solve the mold issue, because the mold and wetness are already in the building; they were just topping the roof and there could be mold within four to five months.

Vice Mayor Tricoche asked if it would be feasible to table the item for discussion in two weeks, while staff figured out if there was space in the town to move employees, and the cost and feasibility to do so. The Town Manager stated that it would be a problem because there was no A/C in the building for the police or the administration, which would cause much more of a mold problem. She urged that something has to be done; getting the roof repaired and the a/c on immediately or moving all employees to a temporary office space. Council Member Bruder asked if trailers can be used.

Council Member D'Amico stated that there are standards, and with Ms. Kennedy commenting on going to the Health Department regarding the situation, they did not want to put anyone at risk. Plus, if something came back, the employees would have to get out of the building. She suggested the Council hear from OSHA before deciding.

Council Member Salver mentioned the resolution for the air conditioner replacement had already been passed. Town Manager Lasday stated the roof has to be replaced before the a/c is installed, as it goes on top of the roof.

Vice Mayor Tricoche asked if there was money in the budget that would have to be reallocated to move staff. Town Manager Lasday responded that the Purchase Order has been issued, because it was approved earlier.

Town Attorney Geller advised that potential cost of lawsuits against the town from people who are getting ill needs to be figured in when calculating cost.

PUBLIC COMMENT

Harry Bruder, 1280 94th Street, came forward and questioned the placement of a new roof or making repairs on two buildings that were not up to code and are over 30 years old. He suggested the town be brought up to the 21st Century and build a new Town Hall, similar to what neighboring cities are doing; a nice place for the employees to work and to get up to code.

Kathleen Kennedy, 9180 West Bay Harbor drive, came forward and suggested Vice Mayor Tricoche take on the project to inquire if Dr. DiPietro's building can be leased for two years to house the Police Department and the other employees, while they move out. She agreed Town Hall should be torn down to build a new building for the employees.

Police Chief Raul Diaz came forward and stated his department has continuity of operations and could accommodate a short-term move. There would be a problem with infrastructure moving long term for six months or a year, because the secured servers would have to be moved, which was an issue for IT. Short term, they can move their evidence and their property.

Council Member Salver questioned how the discussion had developed to the point of building a new Town Hall, when the item was not included in the Capital Projects Schedule. He stated there was no other choice than to replace the roof on the building to stop the leaking, mitigate, test, and install air purifiers; as well as replace the air conditioning quickly. He referred to upcoming discussion on repair of the Shepard Broad Causeway Bridge replacement project with a high cost, and now talk about knocking downtown Town Hall "on the fly" and moving someplace else. He spoke of the long duration of construction, high cost, cost of materials, not being able to get people to work on the projects, and the new Town Hall potentially becoming a five-year project. He would understand if it were the only project, but the bridge has to be replaced and over \$2 Million will be spent on just ideas and planning. He thought it foolhardy for a town with a \$22 Million annual budget to spend at least \$20 Million on a project, plus another three-year project. He suggested approval be given for the roof and air conditioning replacement.

Vice Mayor Tricoche expressed favor to leasing the building, and while she was concerned with everyone's health, she also wanted to ensure the space was appropriate to accommodate the needs of the Police Department, with the agreement of the Police Chief. Town Manager Lasday stated the 9,000 square foot space was available, but the biggest challenge was moving IT with the servers, police dispatch, the jail, and the evidence room, which would involve a lot of details to work out. Vice Mayor Tricoche stated that if reference were being made to the move taking place in six months, the roof would have to be replaced. If the move could happen in 45 days with everyone working from home, that would make sense.

Council Member Yaffe stated he shared the concerns about the health of the town's employees, and he was looking for assurance that replacing the roof would temporarily solve the problem, so that the employees did not continue to get sick. If that assurance cannot be given, the building needs to be vacated for the health of all the employees. Town Manager Lasday stated that experts will be needed to make that determination. Council Member Yaffe stated that he was not prepared to vote tonight to spend \$200,000 on the roof, unless it would buy some reasonable amount of time to plan for relocation and to rebuild.

Town Manager Lasday stated that environmentalists and restoration people were looking at the building. She suggested the employees be moved to a different space or that modularity be used, if the Council did not agree to the roof replacement, because it was not healthy for employees to be in the Town Hall without the new roof and air conditioning.

Mayor Fuller pointed out it was clear no one wanted to spend money on the roof, if it was not going to solve the issue. He suggested having a Special Council Meeting on February 9th, if a report with an answer on the condition of building can be back by then.

Council Member Bruder suggested the employees move out of the building in the meantime, so that people are not in the offices, unless they need to be there. She explained the affected areas, such as the manager's office where a lot of mitigation was done, the department heads' offices in administration, and the Police Department. She then asked about the problem with the flooring.

Town Manager Lasday stated she found out about the flooring problem yesterday. Vice Mayor Tricoche suggested having a meeting a week from today. In the meantime, find out about leasing the property, then the Council would be ready to come back and make a decision to get everybody out and/or repair the roof, with the need now to accelerate replacing the building. She stated that at the end of the day, the staff is number one and it is important to do right by them, and at the same time do the right thing.

Director of Public Works Jason Atkinson came forward and spoke about the duration of the work. He stated that the air conditioning and the roofing contractors were brought together. One of the main considerations was that two of the contractors were very close with similar products, but one was more responsive in bidding and when they could begin. He stated that the air condition work could be completed within five days, and the entire project could take three weeks. He advised, he did not know how the price would be affected, if the roofing project was pushed back as the price was already set; and with the installation of the air conditioning project. Council Member Salver asked Mr. Atkinson what his decision would be, if he had the ability to make one. Mr. Atkinson explained that he would repair the leak and install the air conditioning.

Council Member Salver asked Mr. Atkinson what the percentage of success for a year or 18 months was, in his opinion. Mr. Atkinson stated it would be successful as the offices were currently in bad shape. Council Member Salver asked when the roof was last repaired, and Mr. Atkinson said 2006. Council Member D'Amico asked if yearly inspections were being done on the roof. Town Manager Lasday stated she was not aware of what happened back then. She noted there were multiple patches on the roof.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward and spoke about people being told to move out of a house that had mold; risk to employees' lives; use of TDR monies for a new garage and a new Town Hall, suggestion to get rid of the TDR Program and have developers pay if they wanted something; inefficiency of Town Hall from the start, and the need for parking for the businesses.

Joyce Green, 1350 99th Street, came forward and suggested the employees be removed from Town Hall into mobile offices that can be housed in the parking lot, or they could work from Church by the Sea if space was available or from home; until the building was safe considering the long-term effect that could result in becoming sick from mold. She further suggested tearing down the dome and building the Town Hall, the garage with a long-term plan. She pointed out that the Shepard Broad Causeway Bridge repairs were upcoming, which will generate lots of traffic, added to the fact that Bal Harbor will be tearing down their old garage, which would also add to the traffic. She stated that a committee can be formed to address the matter; and for the roof to be fixed.

PUBLIC COMMENT CLOSED

ACTION: Council Member Salver made a motion to approve the \$199,188.00 expenditure for replacement of the Town Hall and Annex roofs; delegating the authority to the Town Manager to make the final decision pending lab results and other structural inspections that could convince her fixing the roof and replacing the air conditioning will restore a safe working environment. Vice Mayor Tricoche seconded the motion, and it passed 4-3 on a poll vote with Vice Mayor Tricoche and Council Members D'Amico and Diallo opposing.

Council Member Salver stated for the record he supported a very safe and present workplace for all employees as they are the town's number one asset.

ORDINANCES ON SECOND READING:

- 11. Consideration and Approval** of an ordinance on Second Reading amending Chapter 5, Section 5- 23.01(f) of the Town Code pertaining to meetings of the Design Review Board. Sponsored by Council Member Bruder.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA AMENDING CHAPTER 5 OF THE TOWN CODE, ENTITLED “DESIGN REVIEW BOARD”, BY REVISING SECTION 5-23.01(f) PERTAINING TO MEETINGS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

Council Member Bruder was asked if she wanted the item pulled from the agenda, since she was the sponsor. She said no and left the meeting then at 8:56 p.m.

Vice Mayor Tricoche moved the item to the floor, and Council Member Yaffe seconded the motion.

Town Attorney Geller informed the mayor the ordinance had been amended and a motion should be made to accept the amendments.

Vice Mayor Tricoche made a motion to approve the ordinance as amended and Council Member Yaffe seconded the motion.

Council Member Salver expressed his support for the changes. He suggested additional ones such as giving the Town Council more support and those who present before the Design Review Board more boxes to check before automatic approval; as he thought the process was flawed.

Council Member Yaffe explained the intent to make the calendar for the Design Review Board consistent with that of the Town Council, so that a meeting will not be held if there were no submissions in July or December or if the applications could not be reviewed in time. Town Attorney Geller mentioned the ordinance also addressed the adjournment time. Mayor Fuller stated he did not think it was that necessary. The ordinance had a little bit of improvement, but there were other things that needed to be addressed.

Council Member D’Amico stated that the ordinance added boundaries but was not that important.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward and commented on the way the Design Review Board approves projects. She stated that the Council was responsible and should be held accountable as the true Planning & Zoning Board.

Town Planner Miller commented on the DRB approving underground parking, which should have been approved by the council. He suggested the council clarify the duties of the Design Review Board. He did not think they should approve underground telephone poles. He stated the parking and TDR items go to the council as the Planning & Zoning Board, and it should be specifically told in an ordinance.

PUBLIC COMMENT CLOSED

In response to Mrs. Neuhut's comments, Council Member D'Amico responded that those issues were talked about and will be developed further.

ACTION: The votes on the motion made by Vice Mayor Tricoche and seconded by Council Member Yaffe to approve the ordinance as amended failed by a 3-3 poll vote with Council Members D'Amico, Diallo, and Vice Mayor Tricoche voting in favor. Mayor Fuller and Council Members Salver and Yaffe opposed.

Council Member Yaffe requested the ordinance be brought back on first reading at the March 8th Regular Council Meeting.

- 12. Consideration and Approval** of an ordinance on Second Reading amending Sections 9-29 and 12-27 of the Town Code to modify civil penalties and repealing Resolution No. 2271, which previously addressed certain civil penalties.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 9, SECTIONS 9-29 AND CHAPTER 12, SECTION 12-27 OF THE TOWN CODE MODIFYING CIVIL PENALTIES TO BE ASSESSED FOR VIOLATION OF THE TOWN CODE, REPEALING RESOLUTION NO. 2271; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR CODIFICATION; AND SETTING AN EFFECTIVE DATE.

Council Member Yaffe moved the item to the floor, and Council Member Salver seconded the motion.

Council Member Yaffe introduced the ordinance and suggested language be included to address low-level non-intrusive activities. He was not in favor of imposing a \$1,000 fine on a landscaping company that had started work early. He wanted to ensure that property owners were not charged major penalties for minor infractions. Council Member Salver suggested giving Code Enforcement discretion, instead of including vague language. Council Member D'Amico pointed out that people can do major interior work. Council Member Yaffe opposed charging \$1,000 for plumbing because somebody showed up early. Council Member D'Amico agreed with the landscaping but agreed a fine should be applied, if a permit was involved.

Vice Mayor Tricoche agreed a \$1,000 fine should apply if someone broke the rules, which would be the responsibility of the contractor, not the homeowner. Council Member Yaffe mentioned an example of somebody painting the fascia board at 7:00 a.m. in the morning and receiving a \$1,000 fine, which he did not want to occur. Discussion continued regarding separate fines for landscaping and maintenance, the need for improved code enforcement; rebar being delivered to site at 6:30 p.m.; concerns about the impact of \$1,000 fine to property owners; and the goal of the ordinance to increase fees for major construction, not minor.

Council Member Yaffe moved to amend the motion. Council Member Salver seconded the amended motion, and all voted in favor.

ACTION: The motion to approve the ordinance on second reading by Council Member Yaffe and seconded by Council Member Salver passed unanimously on a poll vote.

Council Member Salver suggested providing the Special Master with a list of what is considered minor infractions to mitigate the fines, if it became a problem with issuing large fines for small violations. Council Member Yaffe stated a list cannot be provided for everything, if the fine was a \$1,000, then so be it; it can be mitigated to \$500.

ORDINANCES ON FIRST READING: There were no ordinances for First Reading.

DEFERRED ITEMS:

TOWN MANAGER ITEMS: There were no deferred items.

13. **Request for approval by Bay Harbor Investment, Inc. for operation of a Sales Center to be located at 1170 Kane Concourse, in connection with the development of a 7-story, 27-unit multifamily residential building at 9740 and 9760 West Bay Harbor Drive; as approved by the Design Review Board on October 18, 2022.**

Council Member Salver moved the item to the floor and Council Member Diallo seconded the motion.

Discussion ensued regarding the Council's directive that requests for Sale Centers not be presented to them.

Cecilia Torres-Toledo, Akerman LLP, Bay Harbor Investment, Inc., came forward and informed the council she was seeking approval of the Sale Center. She explained that Town Planner Michael Miller had made a determination that the Sale Center was not doing retail, therefore the use would have to be requested from the council. She explained that the center will be in an existing commercial building; the project will be non-intrusive use; it will have six (6) people at a time; they will be selling a luxury project; parking was available at the property and on the lot behind; and they intended to operate for 24 months, 36 if they didn't sell before then.

Council Member D'Amico asked if the Council was allowed to limit the use as the idea was to fill the space with something. Mayor Fuller explained the office will close at 5:00 p.m. for two to three years, and the intent is to revitalize Kane Concourse with foot traffic.

Vice Mayor Tricoche stated she did not like the idea of having Sale Centers on Kane Concourse but would rather them there, than having people in the neighborhood. She suggested they be allowed on the second floor. Mayor Fuller concurred to putting the Sales Center on the second floor as the town was trying to create a retail environment for Kane Concourse.

Vice Mayor Tricoche suggested Sale Centers be required in the commercial office and not at the construction site. Town Manager Lasday stated that the ordinance will be revised for discussion at the next Council Meeting. Council Member Salver thought the council needed to draw the line when it comes to directing private property owners regarding the type of tenants they can take in, as the code provides for a list of uses that are not permitted in the town; and the Sale Centers was not one of them. He stated there is a ton of activities at the café next door, and another Sale Center should not be prevented, since there are others and real estate brokerage firms in storefronts. He believed in Bay Harbor Islands and why they serve the citizens; and that the success of the Kane Concourse will eventually happen organically; with events like the Art Festival and the concerts in the town, plus the demand will grow for commercial properties.

Mayor Fuller stated with the last Sale Center approval, there was an agreement with the landowner that they were waiving any claim to grandfathering. Town Attorney Geller advised that if the Sale Center were approved, a time limit should be set, and they would have to come back and request any renewal and solve the grandfather problem. He added that approval of these items is based on other conditions that may be imposed by the Town Council. The mayor stated that the agreement by the landowner was needed, and the lease had to be amended accordingly. Town Attorney Geller stated that approval can be conditioned subject to extensions being granted by the Town Council. The mayor added subject to the applicant obtaining a lease amendment worth two years, waiving the grandfathering, and coming back at the end of two years, if necessary.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward and commented on Section 23-7 of the Town Code regarding the type of uses; getting commercial into Kane Concourse; no need for real estate businesses; ground floor being accessible and storefront having steps; there should have been a restaurant on ground floor instead, and council not following code.

PUBLIC COMMENT CLOSED

ACTION: Council Member Salver made a motion to approve the request for the Sales Center subject to an amendment to the lease, including a waiver by the landowner subject to a two-year term period in the lease. Council Member Diallo seconded the motion, and it passed unanimously on a poll vote.

- 14. Consideration and Approval** of a Resolution approving a Parking Trust Payment Agreement with Kane BH Property 1, LLC for payment of a fee to the Town's Parking Trust for a portion of the required parking spaces in lieu of the Developer providing all of the project's required on-site parking spaces, pursuant to Section 23-29.1 of the Town Code; for the proposed commercial development to be located at 9555 Bay Harbor Terrace.

Matt Amster, Bercow Radell Fernandez Larkin & Tapanes, 200 South Biscayne Boulevard, came forward representing Kane BH 1, LLC, the applicant, and owner. Representative Jeffrey Davis and the traffic consultant were also present. He reported the project was approved in 2019. It included an automatic parking system by Parkmatic. Also present were experts Carlos Balondro and Max Yoseff and Maritza Haro, partners at the firm. The project is an old one that was delayed by the pandemic and had ownership issues. The two-story building with retail and offices on Kane Concourse will remain and will be renovated. The eight parking spaces behind the alley will remain. The main change will be to the surface parking lot to the south, which would have a seven-story building with 2,500 square feet of ground level retail with a Parkmatic automatic parking system, and approximately 19,000 square feet of offices above. The intent is to have the parking system and the Parking Trust, which are conditions in the original approval. The traffic consultant thoroughly vetted the parking.

Council Member D'Amico inquired about the parking spaces. Mr. Amster explained that 64 parking spaces were being provided; eight of them were existing at street level parking in the alley between the two buildings; Parkmatic system was providing 56 spaces; and the traffic consultant, whose statement was part of the original approval as well as the application package, thoroughly vetted the spaces were sufficient. A minimum of 40 percent of space was needed in the project for the Parking Trust, and the project has 57%.

Ari Sklar, Sklar Architecture, 2310 Hollywood Boulevard, Hollywood, Florida, came forward and informed the Council they expect to receive the Building Permits within a month or two. The existing building will also be renovated. He provided a description of the design of a seven-story building with retail on the ground floor and all storefronts along Bay Harbor Terrace and 95th Street, in an effort to activate the pedestrian realm. He pointed out the lobby area and retail space on the renderings, a sculpture to be located in a corner, all the parking entrance and exit to be from the alley, a valet will available to assist the people, the automated system that can be accessed from an app, existing building that will be renovated; new building being discussed, all glass open to the street, with balconies, the building wraps the corner, sculptures that will be part of the project; and screening to help ventilate the garage section.

There was discussion about the location of the parked car shown in the renderings. Council Member D'Amico commented that it was not all retail on the ground floor. Mr. Sklar stated that it was, except for the showcase windows for the retailers, which hides the parking on Bay Harbor Terrace. The parking design concept came about in working with staff, Town Planner Michael Miller, and everybody with the town throughout the years. There are a series of wires in the area that will be cleaned up working with FPL. Landscaping will be on the upper floor on the east side and an outdoor terrace.

Matt Amster stated there will be a safe automatic parking system under valet watchful eye, who will be trained by Parkmatic, and the system can be manually operated if there was a power outage. There will be sufficient parking spaces, many more than was required for the Parking Trust. The whole package was to have it with the Parking Trust as part of the approval. He stated that he knew the fee had been increased, but it had been \$20,000 at the time and for most of the lifetime of the project and thought that amount was a fair and appropriate fee to be applied, as it was not a new project. Mr. Amster expressed his belief that there was a recognition of appropriate grandfathering understanding that projects that have been fully in the system, including this one with its 2019 approval and almost finished with its Building Permit, should be recognized. He requested the applicable fee at time of approval.

Council Member D'Amico stated that of the two retail spaces on the ground floor, one is the lobby. Mr. Sklar clarified there is a retail space and a lobby on the side of it. She asked where the stairs lead to. He responded the retail space is small and it has a mezzanine above. Discussion ensued regarding access to the project. Mr. Sklar explained that the public can go into the parking area, and they can park their cars or leave them with the valet. There will be parking on the street, in the garage, and parking unloading towards the alley.

Vice Mayor Tricoche informed Mr. Amster that she will not support a reduced price. Mr. Amster stated that this is another instance of the rules being changed on a project that has been worked on for many years with approval in 2019.

Mayor Fuller explained that the pricing was based on that point in time replacement to build another parking garage, which was \$20,000 a space. Construction costs increased and it now costs \$30,000 to \$ 35,000. Vice Mayor Tricoche stated that normally she was not okay with having so many spaces off site, but it was appropriate for this particular project and its location. Mr. Amster stated that it was a real hardship for the project to be built when the fee was almost doubled at the last minute. He stated that all the parking is not there.

Jeffrey Davis, 9 Bank Road, New York, came forward and stated that they came into the project after it did not get off the ground. They purchased it in February 2022 and immediately prepared the plans. The project was purchased with all approvals in place with a \$20,000 per space resolution for parking, with the understanding that it was for the parking contribution; there was a deal to do the project with the approvals in place. The Building Permit was submitted in September and the Parking Trust fees changed in September 2022; it was raised the same month they went in for a Building Permit. Council Member Salver asked if the Council was bound by approvals that were made in the past, and Town Attorney Geller said no; it was at the Council's discretion. Council Member Salver asked what would happen if there were no more parking spaces. Mr. David requested that the Council adhere to the Resolution in place for the project. Mayor Fuller asked about the order of the permit and the Resolution. It was noted that the Resolution was signed on June 29th and the application was later submitted in September.

Council Member Salver asked if there were any design changes from the 2019 plans. Mr. Davis stated it will be a rental building. The issue was the timing and the pricing. Council Member D'Amico stated that not providing 48 spaces would be a burden on the town.

Town Attorney Geller advised that two (2) separate votes will be required if there was a motion to approve, with the request for the Parking Trust governed by the last Resolution at \$35,000 per space due at Building Permit, with terms and conditions.

Council Member Salver made a motion to approve the request. Vice Mayor Tricoche seconded the motion supporting the \$35,000 per space fee.

Council member Salver amended the motion to honor the original approval rate of \$20,000 per space and obligate the applicant to pay an additional \$500,000 to the Parking Trust. The motion failed for lack of a second.

Vice Mayor Tricoche seconded the original motion to charge a \$35,000 per space fee for the 48 parking spaces for the Parking Trust.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward and stated that the applicant was new and according to Miami-Dade County, he knew the property was listed with Unity of Title to 1080-1090 Kane Concourse; she questioned the 2019 project's approval, and commented that the Town Planner's Report should have been included before parking was approved; there was no parking for delivery; she asked how much of mixed use was really on the ground floor; it was a dangerous corner; there was no way cars can park there; there were only few parking spaces; crowded spaces; critical situation with Parking Trust that the town has to get rid of; and the town never got parking or garage with the Parking Trust money.

Council Member Yaffe stated for the record that the then Planning & Zoning Board adopted a Resolution on September 24, 2019, approving the project, which is part of the public record.

In an effort to ensure the project did not get "killed," Mr. Amster came forward and explained that originally there was a Payment Plan that didn't require payment all at once. They came with the intention that they would be paying \$20,000 per space at the time of Building Permit, which was a month or two away. He requested the motion for payment of \$35,000 per space be amended to include payment of \$20,000 per space at Building Permit and they be given the opportunity to pay the rest overtime.

Discussion continued regarding the original approval allowed for payment over time, those options being removed at the time the new Resolution was adopted, the Council having a responsibility to the people of the town to support their needs, payment of \$20,000 per space up front and balance at time of Certificate of Occupancy, no hardship,

extenuating circumstances, payment of \$20,000 and balance at one-year anniversary, \$500,000 on anniversary for each year afterward, and \$50,000 per space if financing their development. Town Attorney Geller advised the council was not prohibited from charging a higher fee.

Council Member Salver amended the motion to approve the request with a \$960,000 downpayment, \$240,000 due within 12 months, \$240,000 within 24 months, and \$240,000 within 36 months. Council Member Yaffe seconded the amended motion.

The amended motion failed by 3-3 with Mayor Fuller and Council Members Isaac and Yaffe voting in favor. Vice mayor Tricoche and Council Members D'Amico and Diallo opposed.

ACTION: The motion made by Council Member Salver to approve the item with payment of \$35,000 per space for forty-eight spaces to the Parking Trust, payable upfront and seconded by Vice Mayor Tricoche passed 6-1 on a poll vote with Council Member Yaffe opposing.

15. Request for approval by 1177 Bay Harbor Islands, LLC for operation of a temporary Sales Gallery to be located at 1160 Kane Concourse, in connection with a mixed-use development (commercial, office, and residential) to be located on the northeast corner of Kane Concourse and West Bay Harbor Drive.

Graham Penn, Bercow Radell Fernandez Larkin & Tapanes, 200 South Biscayne Boulevard, representing 1177 Kane Concourse, a subsidiary of the Tera Group and Steven Rosen were present. He described the request for a Sales Gallery to be located in an existing tenant space at 1160 Kane Concourse serving the new 1177 Kane Concourse project. He stated they have their Building Permit and expect to move forward soon. The building will include retail space on the ground floor, offices, and residential components.

Council Member Yaffe asked if the project will be coming back before the Design Review Board due to some changes. Chief Building Official Mike Mesa explained that the project has a Building Permit, but the applicant was applying for changes in trying to revise their site plan, and it may end up in front of the council again.

Vice Mayor Tricoche asked if they were selling the units as approved or as they hoped they would be. Mr. Penn said yes. He explained the changes, which he thought were minor with the decrease in density. The retail, commercial, and office components will not change. The difference in residential was that the unit count will be reduced, which will necessitate some façade revisions, etc., and will require the applicant to go back to the Design Review Board. Council Member Salver asked if the project will be rented. Mr. Penn said they will be condominiums.

Mr. Penn clarified the location at the western space in the 1160 Kane Concourse building, for Council Member D'Amico. Mr. Penn stated the building has its own parking lot, so they will not be intruding. They will be utilizing the space with the parking in the back and the town garage in the back; there is no impact to the residential neighborhood, and no parking on temporary lots. He advised that he has no objections to the conditions imposed upon the other applications; the two-year time frame and the necessity of the lease amendment as a condition. He asked for the council's approval.

Council Member Salver asked if the space was empty. It was noted the space had already been built out. Mr. Penn stated that a permit was obtained.

Mayor Fuller stated that he did not have a problem approving the Sale Center for two (2) years but was concerned that they will more than likely come back for changes, if there were further delays. He stressed that he was not in favor of the applicant coming back to the Council requesting more time, especially this one that was not elevated; it was on Kane Concourse on a spot that the Council had said no to but would go along with the two years for purpose of consistency. He advised this will be the last center he votes for on Kane Concourse.

Council Member D'Amico expressed concern about buildings with doors being shown in the middle, where the plans show them on the side, which result when elevations are not provided. She asked what kind of signage would be installed.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward and stated there is a parking crisis with no parking on Kane Concourse. She believed the request required a variance according to the Code and she referred to Section 23-5.7. She commented on the requirement for the less than 50% bays and stated that the calculation was not done on how many there were. She stated the office building was not promoting the commercial district; a variance was needed for this project and the other Sales Office, and the council was not following the code.

Mayor Fuller requested an ordinance at the next meeting prohibiting Sale Centers on the ground floor, in retail areas, and in residential areas; they can be permitted upstairs in the commercial areas.

ACTION: Council Member Salver made a motion to approve the request for a two-year term, with the time starting at the approval of the request, waiver of grandfathering, amendment to the lease, and any extension requiring approval by the Council. Council Member Diallo seconded the motion, and it passed 5-1 on a poll vote with Council Member D'Amico opposing. Council Member Bruder was absent.

DISCUSSION ITEMS: There were no discussion items.

ADJOURNMENT:

There being no further business to address the meeting was adjourned at 10:38 p.m.

MAYOR

ATTEST

TOWN CLERK

**TOWN OF BAY HARBOR ISLANDS
MINUTES OF A SPECIAL COUNCIL MEETING**

A Special Meeting of the Town Council was held on Thursday, February 9, 2023, at 6:07 p.m. Upon roll call the following members responded:

| | |
|-------------------------------|---------------------------------|
| Mayor Joshua D. Fuller | |
| Vice Mayor Elizabeth Tricoche | Council Member Stephanie Bruder |
| Council Member Teri D'Amico | Council Member Molly Diallo |
| Council Member Isaac Salver | Council Member Robert Yaffe |

1. DISCUSSION AND POSSIBLE ACTION REGARDING TOWN HALL FACILITIES.

Public Work Director Jason Atkinson came forward and outlined problems with the building such as electrical issues that may lead to short circuiting, life safety issues because of the possibility of water seeping from roof leaks that can create moisture within the walls; the building is structurally sound and sitting on piles. However, the six concrete slabs in the main administrative area were noted to be moist from rising ground water underneath. In the Annex building there is a twelve-inch slab with no moisture barrier and nothing to prevent moisture from settling underneath; this could create a potential issue in the future. He noted that the building did pass the 40-year recertification. He opined Town Hall would have to be shut down in order to replace or perform repairs considering the electrical and the life safety issues. There are other significant issues, such as the functionality and the age of the building.

Vice Mayor Tricoche asked what would be needed to rebuild the Town Hall. Public Works Director Atkinson stated that moisture bearings would have to be installed.

Council Member Bruder asked if the water tank was up to par. Public Works Director Atkinson replied that no structural defects were seen. She then asked about the pumps. He responded that there are problems with access and proper ventilation, as the ventilation is not good. Additionally, there is duct work through the drywall/wet well area.

Vice Mayor Tricoche pointed out that Town Staff spoke with the landlord regarding the space mentioned for lease and they have no intention of leasing that space.

Town Manager Lasday stated the only option was to stay in town in modulars, as other space could not be found in town. Council Member Salver suggested another option to rent space in North Miami. Council Member Bruder stated some citizens cannot get to North Miami, plus part of the Public Works need to be in the town. Vice Mayor Tricoche felt the majority of the functions should be in the town. Council Member Yaffe stated life safety was the primary focus, and it was clear all or part of the building needs to be vacated.

Town Manager Lasday stated that the building would need to be shut down in order to repair everything.

Council Member Yaffe preferred all of the buildings to be repaired with the majority of staff in town or work remotely from home. Mayor Fuller stated it would take at least 18 months.

PUBLIC COMMENT

Ree Stoppa, 9881 East Bay Harbor Drive, came forward and questioned how they got to this point and whether it was lack of government; how the building passed the 40-year recertification and has problems now; why it is in the position that it is now; and why the Code of Ordinances were not followed.

Mayor Fuller pointed out that the council is now seeing the issue with the building and is taking action.

Vice Mayor Tricoche clarified the 40-year recertification was done in 2015.

Kathleen Kennedy, 9180 West Bay Harbor Drive, came forward and asked why developers could not get together with the council members and find a place for employees; if the DiPietro building was not available; and stated she was not in favor of the offices moving to North Miami.

Frances Neuhut, 1060 Kane Concourse, came forward and questioned the need to build a new Town Hall and spoke about multiple cases of covid, mold, A/C, employees getting sick, BHI not very efficient, and suggested eliminating the Parking Trust as it is of no benefit to the town.

Harry Bruder, 1281 94th Street, came forward and suggested a new Town Hall be built similar to what other municipalities have done and are doing, considering the new findings regarding electrical problems and the water problem under the building. He suggested TDR monies be used to build.

Town Manager Lasday reported that there is \$6 Million in the TDR fund; a \$3 Million surplus from last year was put into the Unrestricted Reserves; there is a total of \$15,691,000. Council Member Yaffe read the TDR regulations into the record. The Parking Trust received \$780,000 from La Baia North and \$1,680,000 was recently approved.

Joyce Green, 1360 99th Street, came forward and suggested the use of Bank of America drive through for the modulars since there is no space in town to move the offices.

ACTION: Vice Mayor Tricoche made a motion for modulars to be placed in the Bay Harbor Island Parking Lot on 95th Street, that a meeting be called within 30 days to discuss long-term arrangements, whether Town Hall or future plans. Council Member Yaffe seconded the motion and suggested an amendment to include placement of the modulars on a portion of the parking lot and for directions to be given to staff. Vice Mayor Tricoche accepted the amended motion, and all voted in favor. The motion passed unanimously on a poll vote.

There being no further business the meeting adjourned at 6:38 p.m.

MAYOR

ATTEST

TOWN CLERK

AGENDA ITEM REPORT
May 10, 2023

ITEM NUMBER: 7.

ITEM: Consideration and Approval of a proposal from BCC Engineering to provide structural services for project BC-162 Waterway Bridge for repairs of Bridge No. 875102 for a lump sum fee of \$143,040. Enclosed is a copy of the proposal.

DESCRIPTION:

BCC Engineering, LLC. will prepare engineering plans on the behalf of the Town for project BC-162 Waterway Bridge for repairs of Bridge No. 875102. Scope is as follows:

- Task 1 - Preparation of Plans and Specifications for the repair of the items identified in the Inspection Report
- Task 2 - Prepare new Load Rating calculations
- Task 3 - Prepare MOT Plans
- Task 4 - Permitting and Bidding Support
- Task 5 - Post Design Services and Limited Construction support (Inspections)
- Task 6 - Post Design for MOT

Schedule: Submittal will be completed 17 weeks after receiving NTP.

For the above services, our lump sum fee will be \$ 143,040.00

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BC-162 Waterway Bridge # 875102 is the bridge located between both islands and part of the main emergency evacuation route for the residents of three municipalities from the coast to the mainland. The bridge is approximately 70 years old and is in need of structural repairs. These plans will provide much needed repairs to extend the lifecycle of the bridge.

BUDGET IMPACT:

| Name | Impact Date | Fund(s) | Account(s) | Project #(s) | Amount Budgeted |
|---|-------------|-----------------------|-----------------|---------------------------------|-----------------|
| BC-162 Waterway Bridge # 875102; Professional Services Structural Services Repair Plans | | Causeway Fund Account | 5415-400031.000 | BC-162 Waterway Bridge # 875102 | \$143,040.00 |

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

- | |
|--|
| 1. BCC Engineering Proposal 041323 - Bridge 875102 - Bridge Repair-- |
|--|



April 28, 2023

Rodney Carrero-Santana, PE
Town Engineer
Town of Bay Harbor Islands
9665 Bay Harbor TE
Bay Harbor Islands, FL 33154

RE: Bridge No. 875102 – Repair Plans

Dear Carrero-Santana,

BCC Engineering, LLC. is pleased for the opportunity to provide structural services on the above referenced project.

Scope of services will include:

BCC Engineering, LLC. will prepare engineering plans on the behalf of the Town for the repairs on Bridge No. 875102. Scope is as follows:

- Task 1 - Preparation of Plans and Specifications for the repair of the items identified in the Inspection Report
- Task 2 - Prepare new Load Rating calculations
- Task 3 - Prepare MOT Plans
- Task 4 - Permitting and Bidding Support
- Task 5 - Post Design Services and Limited Construction support (Inspections)
- Task 6 - Post Design for MOT
- Schedule: Submittal will be completed 17 weeks after receiving NTP.

For the above services, our lump sum fee will be \$ 143,040.00

Thank you and please feel free to contact our office if you have any questions or wish to discuss any item further.

Respectfully,

Joan De La Rosa, PE
Structures Division Manager
BCC Engineering, LLC

AGENDA ITEM REPORT
May 10, 2023

ITEM NUMBER: 8.

ITEM: Consideration and Approval to expend allocated funds of \$24,018.72 to Lou’s Police Distributors, Inc. for the Police Department Firearms Replacement Program, under the piggyback provision pursuant to Section 2.1.2. of the Town Code.

DESCRIPTION:

The Town Council of Bay Harbor Islands approved and appropriated funds from Budget Amendment No. 2 for Fiscal Year 2022 where the Capital Projects Fund (301.521.400063.000) increased appropriations in the amount of \$63,000, which included Law Enforcement acquisition of a firearm replacement program. This memo serves as a request to expend the funds previously approved for the purchase of a firearm replacement program in the amount of \$24,018.72. The weapons package will include GLOCK Model 45 MOS-7, 9MM firearms, ACRO P2, 4" BBL AIMPOINT Red Dot systems, 3 magazines per weapon, Safariland 7360 RDS Holsters, and Streamlight TLR-7A Flex lighting systems. This purchase will equip all officers in the police department. The vendor, Lou’s Police Distributors, Inc, will be utilized using a “piggyback contract,” based on the vendor’s capabilities to supply all items in the weapons package, fitting the agency’s necessary needs.

The police department and finance department sought and received 3 quotes from 3 separate vendors. Lou’s Police Distributors., was the lowest quote for the state-of-the-art technology and equipment. The PD has used Lou’s Police Distributors for other purchases and values its commitment to the law enforcement community. This vendor will also allow for a buy-back program of the old firearms, consequently, reducing the costs. The approval of this purchase will further facilitate the outfitting of the police department’s officers with the latest technology providing enhanced skills and expertise, ensuring officers perform at the highest caliber.

This purchase will be made as a “piggyback contract based on the Contract/Master Agreement between The City of Fort Lauderdale and Lou’s Police Distributors. Attached is the contract document as proof of the “piggyback contract” the Police Department and Town are requesting to use as provided for in Sec. 2-1.2(6) of the Town’s Code, allowing for contracts that utilize a bid or proposal which has been secured by another governmental entity “piggyback contract.”

The quote from Lou’s Police Distributors, Inc., in the amount of \$24,018.72, includes the total cost for the outfitting of all officers with the complete firearm weapons package for the replacement program.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

The adopted Fiscal Year 2022 Budget Amendment No. 2 appropriated \$63,000.00 of increased funding in the Capital Projects Fund for expenditures for a Firearms Replacement Program. The actual cost of the replacement program will be \$24,018.72.

BUDGET IMPACT:

| Name | Impact Date | Fund(s) | Account(s) | Project #s) | Amount Budgeted |
|------------------------------|-------------|-------------|--------------------|-------------|-----------------|
| Firearms Replacement Program | | \$24,018.72 | 301.521.400063.000 | | \$63,000.00 |

Submitted By: Analily Perez, Administrative Coordinator
 Raul Diaz, Chief of Police

ATTACHMENTS

| | |
|----|---|
| 1. | Event 6_Purchase of Firearms_Bid Tabulation |
| 2. | Packet_6-732 Purchase of Police Department Firearms |
| 3. | Required Docs_Lou's |
| 4. | BHIPD GLOCK QUOTE 5723 |
| 5. | Memo Firearms Replacement Program |



Tabulation Of Bids

Event # : 6

Version: 1

Name: Purchase of Police Department Firearms

Description: The City of Fort Lauderdale is seeking quotations from qualified firms for the one-time purchase of Glock Model 45 MOS-7, ACRO P2, Ameriglo Iron Sights (PA455S302MOS7A1) firearms and accessories.

Award may be in the aggregate, or by line Item, whichever is determined to be in the best interest of the City.

Open Date: 12/07/2022 03:30:00 PM

Close Date: 01/09/2023 02:00:00 PM

Event Currency: USD

| Supplier | Bid Amount |
|---|------------|
| Dana Safety Supply, Inc 4809 W Koger Blvd Greensboro, NC 27407 | 72,483.40 |
| Lawmen's & Shooters' Supply, Inc. 701 Columbia Blvd. Titusville, FL 32780 | 620,346.00 |
| Clyde Armory, Inc. 4800 Atlanta Highway Athens, GA 30606 ** Supplier has responses with a no bid | 79,311.20 |
| Primary Arms LLC 3219 South Sam Houston Parkway East Houston, TX 77047 ** Supplier has responses with a no bid | 0.00 |

Tabulation Of Bids For Event # 6: Purchase of Police Department Firearms

G T Distributors, Inc. 670,189.40
 1124 New Meister Ln., Ste 100
 Pflugerville, TX 78660

Lou's Police Distributors 620,036.00
 7815 west 4th ave
 Hialeah, FL 33015

Items

Item: GLOCK MODEL 45

Description: Glock Model 45 MOS 7 PA455S302MOS7A1

Long Item Description: Glock Model 45 MOS-7, ACRO P2, Ameriglo Iron Sights (PA455S302MOS7A1)

Unit of Measure: EA **Quantity:** 600.0000

| | Quantity | Unit Price | Extended Amount |
|-----------------------------------|----------|--------------|-----------------|
| Dana Safety Supply, Inc | 0.0000 | 0.00000000 | 0.00 |
| Lawmen's & Shooters' Supply, Inc. | 600.0000 | 904.96000000 | 542,976.00 |
| Clyde Armory, Inc. (No bid) | 0.0000 | 0.00000000 | 0.00 |
| Primary Arms LLC (No bid) | 0.0000 | 0.00000000 | 0.00 |
| G T Distributors, Inc. | 600.0000 | 959.26000000 | 575,556.00 |
| Lou's Police Distributors | 600.0000 | 904.96000000 | 542,976.00 |

Item: STREAMLIGHT TLR-7 A FLEX FLASHLI

Description: Streamlight TLR-7 A Flex Flashlight

Unit of Measure: EA **Quantity:** 620.0000

| | Quantity | Unit Price | Extended Amount |
|-----------------------------------|----------|--------------|-----------------|
| Dana Safety Supply, Inc | 620.0000 | 101.23000000 | 62,762.60 |
| Lawmen's & Shooters' Supply, Inc. | 620.0000 | 96.00000000 | 59,520.00 |
| Clyde Armory, Inc. | 620.0000 | 112.65000000 | 69,843.00 |
| Primary Arms LLC (No bid) | 0.0000 | 0.00000000 | 0.00 |
| G T Distributors, Inc. | 620.0000 | 121.34000000 | 75,230.80 |

Tabulation Of Bids For Event # 6: Purchase of Police Department Firearms

| | Quantity | Unit Price | Extended Amount |
|---------------------------|----------|-------------|-----------------|
| Lou's Police Distributors | 620.0000 | 96.00000000 | 59,520.00 |

Item: GLOCK 45 T SIMUNITION PISTOL

Description: Glock 45 T Simunition Pistol

Unit of Measure: EA **Quantity:** 20.0000

| | Quantity | Unit Price | Extended Amount |
|-----------------------------------|----------|--------------|-----------------|
| Dana Safety Supply, Inc | 0.0000 | 0.00000000 | 0.00 |
| Lawmen's & Shooters' Supply, Inc. | 20.0000 | 454.00000000 | 9,080.00 |
| Clyde Armory, Inc. (No bid) | 0.0000 | 0.00000000 | 0.00 |
| Primary Arms LLC (No bid) | 0.0000 | 0.00000000 | 0.00 |
| G T Distributors, Inc. | 20.0000 | 481.24000000 | 9,624.80 |
| Lou's Police Distributors | 20.0000 | 454.00000000 | 9,080.00 |

Item: AIMPOINT ACRO P-2 RED DOT REFLEX

Description: Aimpoint Acro P-2 Red Dot Reflex Sight

Unit of Measure: EA **Quantity:** 20.0000

| | Quantity | Unit Price | Extended Amount |
|-----------------------------------|----------|--------------|-----------------|
| Dana Safety Supply, Inc | 20.0000 | 486.04000000 | 9,720.80 |
| Lawmen's & Shooters' Supply, Inc. | 20.0000 | 438.50000000 | 8,770.00 |
| Clyde Armory, Inc. | 20.0000 | 473.41000000 | 9,468.20 |
| Primary Arms LLC (No bid) | 0.0000 | 0.00000000 | 0.00 |
| G T Distributors, Inc. | 20.0000 | 488.89000000 | 9,777.80 |
| Lou's Police Distributors | 20.0000 | 423.00000000 | 8,460.00 |



FINANCE DEPARTMENT

CITY OF FORT LAUDERDALE BID TABULATION

Rev: 3 | Form Revision Date: 6/27/2019 | Print Date: 9/7/2018

Description: Bid #6-732 - : Purchase of Police Department Firearms
 Open Date: January 9, 2023

| Vendor | | | Dana Safety Supply, Inc | | Clyde Armory, Inc. | | Lou's Police Distributors | | Lawmen's & Shooters' Supply, Inc. | | G T Distributors, Inc. | | Primary Arms LLC | |
|---|------|-----|-------------------------|---------------------|--------------------|---------------------|---------------------------|----------------------|-----------------------------------|----------------------|------------------------|----------------------|------------------------------------|-----------|
| City, State | | | Tampa, FL | | Athens, GA | | Hialeah, FL | | Titusville, FL | | Tampa, FL | | | |
| Variances or Comments | | | N/A | | N/A | | N/A | | N/A | | N/A | | N/A | |
| P-Card Payment | | | MC & Visa | | MC | | Visa | | MC & Visa | | MC & Visa | | N/A | |
| Local Business Price Preference | | | N/A | | N/A | | N/A | | N/A | | N/A | | N/A | |
| Disadvantaged Business Enterprise Preference | | | N/A | | N/A | | N/A | | N/A | | N/A | | N/A | |
| Item Description | Qty. | U/M | Unit Price | Extension | Unit Price | Extension | Unit Price | Extension | Unit Price | Extension | Unit Price | Extension | Unit Price | Extension |
| Glock Model 45 MOS 7 PA455S302MOS7A1 | 600 | EA | \$ - | \$ - | \$ - | \$ - | \$ 904.96 | \$ 542,976.00 | \$ 904.96 | \$ 542,976.00 | \$ 959.26 | \$ 575,556.00 | Vendor submitted a NO Bid response | |
| Streamlight TLR-7 A Streamlight TLR-7 A Flex Flashlight | 620 | EA | \$ 101.23 | \$ 62,762.60 | \$ 112.65 | \$ 69,843.00 | \$ 96.00 | \$ 59,520.00 | \$ 96.00 | \$ 59,520.00 | \$ 121.34 | \$ 75,230.80 | | |
| Glock 45 T Simunition Pistol | 20 | EA | \$ - | \$ - | \$ - | \$ - | \$ 454.00 | \$ 9,080.00 | \$ 454.00 | \$ 9,080.00 | \$ 481.24 | \$ 9,624.80 | | |
| Aimpoint Acro P-2 Red Dot Reflex Sight | 20 | EA | \$ 486.04 | \$ 9,720.80 | \$ 473.41 | \$ 9,468.20 | \$ 423.00 | \$ 8,460.00 | \$ 438.50 | \$ 8,770.00 | \$ 488.89 | \$ 9,777.80 | | |
| | | | | | | | | | | | | | | |
| | | | Subtotal: | \$ 72,483.40 | Subtotal: | \$ 79,311.20 | Subtotal: | \$ 620,036.00 | Subtotal: | \$ 620,346.00 | Subtotal: | \$ 670,189.40 | | |
| | | | Allowance: | \$ - | Allowance: | \$ - | Allowance: | \$ - | Allowance: | \$ - | Allowance: | \$ - | | |
| | | | Total: | \$ 72,483.40 | Total: | \$ 79,311.20 | Total: | \$ 620,036.00 | Total: | \$ 620,346.00 | Total: | \$ 670,189.40 | No Bid | |

Number of bids received:
 Protected Class Vendors* Received:
 No Bids:
 Late Bids:

| |
|-----|
| 6 |
| N/A |
| 1 |
| N/A |

Approved by Glenn Marcos, Chief Procurement Officer
 Uncontrolled in hard copy unless otherwise marked.





Event # 6-0

Name: Purchase of Police Department Firearms

Description: The City of Fort Lauderdale is seeking quotations from qualified firms for the one-time purchase of Glock Model 45 MOS-7, ACRO P2, Ameriglo Iron Sights (PA455S302MOS7A1) firearms and accessories.

Award may be in the aggregate, or by line item, whichever is determined to be in the best interest of the City.

Buyer: McDonald, Kirk

Status: Draft

Event Type: IFB

Currency: USD

Sealed Bid: Yes

Respond To All Lines: Yes

Q & A Allowed: Yes

Number Of Amendments: 0

Display Bid Tabulation: Display When Event Closed For Bidding Or Canceled

Event Dates

Preview:

Q & A Open: 12/08/2022 02:05:00 PM

Open: 12/08/2022 02:00:00 PM

Q & A Close: 01/04/2023 05:00:00 PM

Close: 01/09/2023 02:00:00 PM

Dispute Close:

Questions

| Question | Response Type | Attachment |
|--|---------------|---------------------|
| Did you fill out and attach all of the required forms? | Yes No | 6-732 Questions.pdf |

Attachments

| Name | Attachment |
|--|--|
| 1. General Conditions - Rev 10-2022 | 1. General Conditions - Rev 10-2022.pdf |
| 6-732 Specifications_Scope of Services | 6-732 Specifications_Scope of Services.pdf |

Event # 6-0: Purchase of Police Department Firearms

Contacts

| Name | Email Address |
|---------------|------------------------------|
| Kirk McDonald | KMcDonald@fortlauderdale.gov |

Commodity Codes

| Commodity Code | Description |
|----------------|---|
| 680-49 | Firearms Training Simulators |
| 680-52 | Guns, Pistols, Rifles, and Shotguns (Incl. Accessories) |
| 680-53 | Guns, Machine (Including Other Military Style Weapons) |
| 936-42 | Gunsmith Services |

Line Details

Line 1: Glock Model 45 MOS 7 PA455S302MOS7A1

Description: Glock Model 45 MOS-7, ACRO P2, Ameriglo Iron Sights (PA455S302MOS7A1)

Gun, Aimpoint Acro P-2 RDS (Red Dot System), and iron sights must be factory installed and come as one package/part #.

The slide must be factory milled to accept a Aimpoint ACRO P-2 Red Dot Sight.

Vendor should have spare parts and magazines readily available for Police Department purchase.

Item: GLOCK MODEL 45 Glock Model 45 MOS 7 PA455S302MOS7A1

Long Item Description: Glock Model 45 MOS-7, ACRO P2, Ameriglo Iron Sights (PA455S302MOS7A1)

Quantity: 600.00 **Unit of Measure:** EA

Requested Delivery Date: 01/02/2023

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges: No

Event # 6-0: Purchase of Police Department Firearms

Allowed:

Line 2: Streamlight TLR-7 A Flex Flashlight

Description: Streamlight TLR-7 A Flex Flashlight

Must include:

- o High switch (mounted) and low switch
- o Lithium battery
- o Key Kit - Black - Box

Item: STREAMLIGHT TLR-7 A FLEX FLASHLI Streamlight TLR-7 A Flex Flashlight

Quantity: 620.00 **Unit of EA Measure:**

Requested Delivery Date: 01/02/2023

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 3: Glock 45 T Simunition Pistol

Description: Glock 45 T MOS Simunition Pistol

Item: GLOCK 45 T SIMUNITION PISTOL Glock 45 T Simunition Pistol

Quantity: 20.00 **Unit of EA Measure:**

Requested Delivery Date: 01/02/2023

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 4: Aimpoint Acro P-2 Red Dot Reflex Sight

Description: Aimpoint Acro P-2 Red Dot reflex Sight

Event # 6-0: Purchase of Police Department Firearms

Item: AIMPOINT ACRO P-2 RED DOT REFLEX Aimpoint Acro P-2 Red Dot Reflex Sight

Quantity: 20.00

Unit of Measure: EA

Requested Delivery Date: 01/02/2023

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

6-732: Purchase of Police Department Firearms

SECTION I – INTRODUCTION AND INFORMATION

1.1 Purpose

The City of Fort Lauderdale, Florida (City) is seeking bids from qualified, experienced, and licensed firm(s), hereinafter referred to as the Contractor or Bidder, to provide Glock Model 45 MOS-7, ACRO P2, Ameriglo Iron Sights (PA455S302MOS7A1) for the City of Fort Lauderdale Police Department, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (ITB).

1.2 Point of Contact

For information concerning procedures for responding to this solicitation, contact Procurement Specialist, Kirk McDonald, at (954) 828-5073 or email at kmcdonald@fortlauderdale.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by the [City's on-line strategic sourcing platform](#). Questions of a material nature must be received prior to the cut-off date specified in the ITB schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. Bidders please note: No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Bidder has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in the [City's on-line strategic sourcing platform](#) shall become part of any contract that is created from this ITB.

1.3 Pre-bid Conference and/or Site Visit

There will not be a pre-bid conference or site visit for this ITB.

It will be the sole responsibility of the Bidder to become familiar with the scope of the City's requirements and systems prior to submitting a bid. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Bidder has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

1.4 CITY'S ON-LINE STRATEGIC SOURCING PLATFORM

The City of Fort Lauderdale uses its own on-line strategic sourcing platform to administer the competitive solicitation process, including but not limited to soliciting bids, issuing addenda, posting results, and issuing notification of an intended decision. There is no charge to register and download the ITB from the City's on-line strategic sourcing platform. Bidders are strongly encouraged to read the supplier tutorials available in the [City's on-line strategic sourcing platform](#) well in advance of their intention of submitting a bid to ensure familiarity with the use of the City's on-line strategic sourcing platform. The City shall not be responsible for a Bidder's inability to submit a Bid by the end date and time for any reason, including issues arising from the use of the City's on-line strategic sourcing platform.

It is the sole responsibility of the Bidder to ensure that their bid is submitted electronically through the City's on-line strategic sourcing platform no later than the time and date specified in

this solicitation. PAPER BID SUBMITTALS WILL NOT BE ACCEPTED. BIDS MUST BE SUBMITTED ELECTRONICALLY VIA the [City's on-line strategic sourcing platform](#).

1.5 Electronic Bid Openings

Please be advised that effective immediately, and until further notice, all Invitation to Bids, Request for Proposals, Request for Qualifications, and other solicitations led by the City of Fort Lauderdale will be opened electronically via the [City's on-line strategic sourcing platform](#) at the date and time indicated on the solicitation. All openings will be held on the City's on-line strategic sourcing platform.

Anyone requesting assistance or having further inquiry in this matter must contact the Procurement Specialist indicated on the solicitation, via the Question-and-Answer forum on the City's on-line strategic sourcing platform before the Last Day for Questions indicated in the Solicitation.

SECTION II - SPECIAL TERMS AND CONDITIONS

2.1 General Conditions

ITB General Conditions (Form G-107, Rev. 09/22) are included and made a part of this ITB.

2.2 Addenda, Changes, and Interpretations

It is the sole responsibility of each firm to notify the Procurement Specialist utilizing the question / answer feature provided by the [City's on-line strategic sourcing platform](#) and request modification or clarification of any ambiguity, conflict, discrepancy, omission, or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the Question and Answer (Q & A) Deadline. Requests received after this date may not be addressed. Questions and requests for information that would not materially affect the scope of services to be performed or the solicitation process will be answered within the question / answer feature provided by the City's on-line strategic sourcing platform and shall be for clarification purposes only. Material changes, if any, to the scope of services or the solicitation process will only be transmitted by official written addendum issued by the City and uploaded to the City's on-line strategic sourcing platform as a separate addendum to the ITB. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City and should be disregarded. All addenda are a part of the competitive solicitation documents, and each firm will be bound by such addenda. It is the responsibility of each to read and comprehend all addenda issued.

2.3 Changes and Alterations

Bidder may change or withdraw a Bid at any time prior to Bid submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the Bid deadline.

2.4 Bidder's Costs

The City shall not be liable for any costs incurred by Bidders in responding to this ITB.

2.5 Pricing/Delivery

All pricing should be identified on the Cost page provided in this ITB. No additional costs may be accepted, other than the costs stated on the Bid Submittal page. Failure to use the City's Bid Submittal page and provide costs as requested in this ITB may deem your bid non-responsive.

Bidder shall quote a firm, fixed price for all services stated in the ITB. All costs including travel shall be included in your cost. The City shall not accept any additional costs including any travel associated with coming to the City of Fort Lauderdale.

All pricing must include delivery and installation and be quoted FOB: Destination. Delivery is required within One-Hundred and Twenty (120) days after receipt of purchase order. Failure to meet this delivery date may be deemed as non-responsive.

2.6 Price Validity

Prices provided in this Invitation to bid (ITB) shall be valid for at least One-Hundred and Twenty (120) days from time of ITB opening unless otherwise extended and agreed upon by the City and Bidder. The City shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

2.7 Invoices/Payment

The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice with regard to the accepted schedule for that task or project. Payment will be made within forty-five (45) days after receipt of an invoice acceptable to the City, in accordance with the Florida Local Government Prompt Payment Act. If, at any time during the contract, the City shall not approve or accept the Contractor's work product, and agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the work completed and usable to the City.

Payment terms will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last, in accordance with the Florida Local Government Prompt Payment Act. Bidder may offer cash discounts for prompt payment, but they will not be considered in determination of award.

2.8 Related Expenses/Travel Expenses

All costs including travel are to be included in your bid. The City will not accept any additional costs.

2.9 Payment Method

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed. Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract. See Contract Payment Method form attached.

2.10 Mistakes

The Bidder shall examine this ITB carefully. The submission of a bid shall be prima facie evidence that the Bidder has full knowledge of the scope, nature, and quality of the work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the Bidder from liability and obligations under the Contract.

2.11 Acceptance of Bids / Minor Irregularities

2.11.1 The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variances to specifications contained in bids which do not make the bid conditional in nature and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the

contract or does not give a bidder an advantage or benefit not enjoyed by other bidders, does not adversely impact the interests of other firms, or does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue an ITB.

2.11.2 The City reserves the right to disqualify Bidder during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Bidder.

2.12 Modification of Services

2.12.1 While this contract is for services provided to the department referenced in this ITB, the City may require similar work for other City departments. Successful Bidder agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Successful Bidder.

2.12.2 The City reserves the right to delete any portion of the work at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished and approved by the City on any portion of a contract resulting from this ITB, the Successful Bidder shall be paid for the work completed on the basis of the estimated percentage of completion of such portion to the total project cost.

2.12.3 The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Successful Bidder agrees to provide such items or services and shall provide the City prices on such additional items or services. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Successful Bidder thirty (30) days written notice.

2.12.4 If the Successful Bidder and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Successful Bidder will submit a revised budget to the City for approval prior to proceeding with the work.

2.13 Non-Exclusive Contract

Bidder agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

2.14 Sample Contract Agreement

A sample of the formal agreement template, which may be required to be executed by the awarded vendor can be found at our website:

<https://www.fortlauderdale.gov/home/showdocument?id=1212>

2.15 Responsiveness

In order to be considered responsive to the solicitation, the firm's bid shall fully conform in all material respects to the solicitation and all of its requirements, including all form and substance.

2.16 Responsibility

In order to be considered as a responsible firm, firm shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

2.17 Minimum Qualifications

To be eligible for award of a contract in response to this solicitation, the Bidder must demonstrate that they have successfully completed services, as specified in the Technical Specifications / Scope of Services section of this solicitation, are normally and routinely engaged in performing such services, and are properly and legally licensed to perform such work. In addition, the Bidder must have no conflict of interest with regard to any other work performed by the Bidder for the City of Fort Lauderdale.

2.17.1 Firm or principals shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.

2.17.2 Neither firm nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

2.18 Lobbying Activities

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-11-42 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-11-42 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at <http://www.fortlauderdale.gov/home/showdocument?id=6036>.

2.19 Local Business Preference

2.19.1 Section 2-186, Code of Ordinances of the City of Fort Lauderdale, provides for a local business preference. In order to be considered for a local business preference, a Bidder must include the Local Business Preference Certification Statement of this ITB, as applicable to the local business preference class claimed at the time of Bid submittal:

2.19.2 Upon formal request of the City, based on the application of a Local Business Preference the Bidder shall within ten (10) calendar days submit the following documentation to the Local Business Preference Class claimed:

- a. Copy of City of Fort Lauderdale current year business tax receipt, or Broward County current year business tax receipt, and
- b. List of the names of all employees of the Bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

2.19.3 Failure to comply at time of Bid submittal shall result in the Bidder being found ineligible for the local business preference.

2.19.4 The complete local business preference ordinance may be found on the City's web site at the following link:

https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPR

2.19.5 Definitions

- a. The term "Class A business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
- b. The term "Class B business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, or shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
- c. The term "Class C business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of Broward County.
- d. The term "Class D business" shall mean any business that does not qualify as a Class A, Class B, or Class C business.

2.20 Disadvantaged Business Enterprise Preference

2.20.1 Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business preference. In order to be considered for a disadvantaged business preference, a Bidder must include a certification from a government agency, as applicable to the disadvantaged business preference class claimed at the time of Bid/Proposal submittal:

2.20.2 Upon formal request of the City, based on the application of a Disadvantaged Business Preference the Bidder shall within ten (10) calendar days submit the following documentation to the Disadvantaged Business Enterprise Preference Class claimed:

- a. Copy of City of Fort Lauderdale current year business tax receipt, or the Tri-County (Broward, Dade, West Palm Beach) current year business tax receipt, or proof of active Sunbiz status and
- b. List of the names of all employees of the Bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or the Tri- County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

2.20.3 Failure to comply at time of Bid/Proposal submittal shall result in the Bidder being found ineligible for the Disadvantaged Business Enterprise Preference business preference.

2.20.4 The complete disadvantaged business preference ordinance may be found on the City's web site at the following link:

<https://www.fortlauderdale.gov/home/showpublisheddocument?id=56883>

2.20.5 Definitions

- a. The term "Disadvantaged Class 1 Enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the city's Procurement Manual.
- b. The term "Disadvantaged Class 2 Enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with full-time employees and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the city's Procurement Manual.
- c. The term "Disadvantaged Class 3 Enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- d. The term "Disadvantaged Class 4 Enterprise" shall mean any disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

2.21 Protest Procedure

2.21.1 Any Bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law, may follow the protest procedure as found in the city's procurement ordinance within five (5) days after a notice of intent to award is posted on the city's web site at the following link.

<https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/notices-of-intent-to-award>

2.21.2 The complete protest ordinance may be found on the city's web site at the following link:

https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-182DIREPRAWINAW

2.22 Public Entity Crimes

Bidder, by submitting a bid, certifies that neither the Bidder nor any of the Bidder's principals has been placed on the convicted vendor list as defined in Section 287.133, Florida Statutes (2018), as may be amended or revised. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

2.23 Subcontractors

2.23.1 If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid/proposal response. Such information shall be subject to review, acceptance, and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets City approval.

2.23.2 Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, at Contractor's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the City.

2.23.3 Contractor shall require all its subcontractors to provide the required insurance coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the contractor.

2.24 Bid Security

N/A

2.25 Payment and Performance Bond

N/A

2.26 Insurance Requirements

2.26.1 As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

2.26.2 The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

2.26.3 The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipal corporation, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

2.26.4 Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term or any surviving obligation of the Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Proposal/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue, Suite 619
Fort Lauderdale, FL 33301

- 2.26.5** The Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.
- 2.26.6** If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.
- 2.26.7** The Contractor's insurance coverage shall be primary insurance as respects to the City, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.
- 2.26.8** Any exclusion or provision in any insurance policy maintained by the Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.
- 2.26.9** All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.
- 2.26.10** The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the City's Risk Management office as soon as practical.
- 2.26.11** It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

2.27 Insurance – Sub-Contractors

Contractor shall require all its Sub-Contractors to provide the aforementioned coverage as well as any other coverage that the Contractor may consider necessary, and any deficiency in the coverage or policy limits of said Sub-Contractors will be the sole responsibility of the Contractor.

2.28 Award of Contract

Award may be in the aggregate, or by line item, or by group, whichever is determined to be in the best interest of the City. Award will be made to the responsive and responsible bidder, quoting the lowest price, for that product/service that will best serve the needs of the City of Fort Lauderdale.

The City also reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City.

A Contract (the "Agreement") may be awarded by the City Commission. The City reserves the right to execute or not execute, as applicable, a contract with the Bidder(s) that is determined to be in the City's best interests. The City reserves the right to award a contract to more than one Bidder, at the sole and absolute discretion of the in the City.

2.29 Damage to Public or Private Property

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

2.30 Safety

The Contractor(s) shall adhere to the Florida Department of Transportation's Uniform manual on Traffic Control for construction and maintenance work zones when working on or near a roadway. It will be the sole responsibility of the Contractor to make themselves and their employees fully aware of these provisions, especially those applicable to safety.

2.31 Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

2.31.1 The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

2.31.2 The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

2.31.3 No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

2.31.4 The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

2.32 Canadian Companies

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

2.33 News Releases/Publicity

News releases, publicity releases, or advertisements relating to this contract, or the tasks or projects associated with the project shall not be made without prior City approval.

2.34 Brand/Model Specific Request

This is a manufacturer/brand/model specification. No substitutions will be allowed. Below is the requested manufacturer/brand/model:

Glock Model 45 MOS-7, ACRO P2, Ameriglo Iron Sights (PA455S302MOS7A1)

2.35 Contract Period

This is a one-time purchase, there will be no renewals.

2.36 Cost Adjustment

N/A

2.37 Service Test Period

N/A

2.38 Contract Coordinator

The City may designate a Contract Coordinator whose principal duties shall be:

- Liaison with Contractor.
- Coordinate and approve all work under the contract.
- Resolve any disputes.
- Assure consistency and quality of Contractor's performance.
- Schedule and conduct Contractor performance evaluations and document findings.
- Review and approve for payment all invoices for work performed or items delivered.

2.39 Contractor Performance Reviews and Ratings

The City Contract Coordinator may develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

| | |
|----------------|--|
| Excellent | Far exceeds requirements. |
| Good | Exceeds requirements |
| Fair | Just meets requirements. |
| Poor | Does not meet all requirements and contractor is subject to penalty provisions under the contact. |
| Non-compliance | Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract. |

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

2.40 Substitution of Personnel

It is the intention of the City that the Contractor's personnel proposed for the contract will be

available for the contract term. In the event the Contractor wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause. See Section 5.09 General Conditions.

2.41 Ownership of Work

The City shall have full ownership and the right to copyright, otherwise limit, reproduce, modify, sell, or use all of the work or product produced under this contract without payment of any royalties or fees to the Contractor above the agreed hourly rates and related costs.

2.42 Condition of Trade-In Equipment

N/A

2.43 Conditions of Trade-In Shipment and Purchase Payment

All prices of purchase items are to be Free-on-Board (FOB) Destination delivered to the specified City Agency. All trade-in equipment prices are to be FOB City Agency. City will ship trade-in equipment FOB City Agency freight, collect to the address specified by the Contractor, or Contractor can arrange to pick up.

No City release of trade-in equipment will be allowed prior to receipt and acceptance of purchased equipment will be allowed unless prior arrangements have been made with the City Agency and approved by the Procurement Services Division.

Payment for the net cost to the City (purchase price less trade-in credit) will be made within 45 days from acceptance of the purchase equipment or receipt of a correct invoice, whichever occurs last.

2.44 Verification of Employment Status

Any Contractor/Consultant assigned to perform responsibilities under its contract with a State agency is required to utilize the US Department of Homeland Security's E-Verify system (per Executive Order Number 11-02) to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency.

E-VERIFY Affirmation Statement must be completed and submitted with Bidder's response to this ITB.

2.45 Service Organization Controls

N/A

2.46 Warranties of Usage

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

2.47 Rules and Submittals of Bids

The signer of the bid must declare that the only person(s), company or parties interested in the bid as principals are named therein; that the bid is made without collusion with any other person(s), company

or parties submitting a bid; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the bid has full authority to bind the principal bidder.

2.48 Bid Tabulations/Intent to Award

Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process may be found at: <https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/notices-of-intent-to-award>. Tabulations of receipt of those parties responding to a formal solicitation may be found at: <https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/bid-results>, or any interested party may call the Procurement Services Division at 954-828-5933.

2.49 Public Records

All bids will become the property of the City. The Bidder's response to the ITB is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters, or other material submitted in connection with this ITB and any resulting Contract to be executed for this ITB, subject to the provisions of Chapter 119.07 of the Florida Statutes. Any language contained in the Bidder's response to the ITB purporting to require confidentiality of any portion of the Bidder's response to the ITB, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Bidder submits any documents or other information to the City which the Bidder claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Bidder shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Bidder must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Bidder's response to the ITB constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the Bidder agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2022), as may be amended or revised, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

2.50 PCI (Payment Card Industry) Compliance

Contractor agrees to comply with all applicable state, federal and international laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of protected information.

Contractor and/or any subcontractor that handles credit card data must be, and remain, PCI compliant under the current standards and will provide documentation confirming compliance upon request by the City of Fort Lauderdale, failure to produce documentation could result in termination of the contract.

SECTION III - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

Background: The City of Fort Lauderdale is seeking quotations from qualified firms for the purchase of Glock Model 45 7 PA455S302MOS7A1 and accessories. This solicitation is in full accordance with the specifications, terms, and conditions contained in this solicitation.

BRAND: Glock Model 45 MOS 7 PA455S302MOS7A1

QTY: 600

- The pistol must be chambered in 9mm, striker fired, and have one consistent trigger pull throughout all rounds fired.
- The pistol must have all safeties working in a passive manner.
- No external Thumb Safety.
- The pistol must have a firing pin block and pass the FBI BRF drop test procedures.
- The trigger pull weight should be between 4 and 6 pounds. The trigger should not release at 3lb. 15 oz. nor should it take more than 6 pounds to release.
- The barrel must be within 3.9 to 4.1 inches long.
- The slide must have black metal iron sights that are of proper height to use with a RDS.
- The rear sight must be windage adjustable. The front sight must be secured via screw.
- The slide must be factory milled to accept a Aimpoint ACRO P-2 Red Dot Sight.
- The slide must have front and rear "Cocking Serrations".

- The frame must be considered full size and have adjustable back straps to fit small, medium, and large hands. The frame will accept a pistol mounted flashlight.
- The pistol magazine should hold a minimum of 17, 9mm rounds.
- The frame should not have “finger grooves”. Finger grooves force specific placement of the hand on the pistol. Eliminating finger grooves allows the officer to place their hand where they feel comfortable.
- The magazine release must be reversible to right or left side, and or ambidextrous.
- The slide lock/release must be ambidextrous.
- The firearm should have rust preventative coatings and materials.
- The firearm should be in production for more than 1 year.
- The model must be in production, no beta testing units acceptable.
- The Manufacturer should provide onsite Armorer training and recertification free of charge.
- Spare parts and magazines are readily available.
- Gun, Aimpoint Acro P-2 RDS (Red Dot System), and iron sights must be factory installed and come as one package/part #.

BRAND: Streamlight TLR-7 A Flex Flashlight

QTY: 620

- Must include:
 - High switch (mounted) and low switch
 - Lithium battery
 - Key Kit – Black – Box

BRAND: Glock 45 T Simunition Pistol

QTY: 20

BRAND: Aimpoint Acro P-2 Red Dot Reflex Sight

QTY: 20

**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS**

These instructions and conditions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB), Request for Qualifications (RFQ), and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared by the City as conditional.

- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.

- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

- 1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION:** It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set

aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.11 SCRUTINIZED COMPANIES: As a condition precedent to the effectiveness of this Agreement, subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2022), as may be amended or revised. As a condition precedent to any contract for goods or services of any amount and as a condition precedent to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2022), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2022), as may be amended or revised.

1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS
The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 BIDDING DEFINITIONS The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) The solicitation document used for soliciting competitive sealed bids for goods or services.

INVITATION TO NEGOTIATE (ITN) All solicitation documents, regardless of medium, whether attached to or incorporated by reference in solicitations for responses from firms that invite proposals from interested and qualified firms so the city may enter into negotiations with the firm(s) determined most capable of providing the required goods or services.

REQUEST FOR PROPOSALS (RFP) A solicitation method used for soliciting competitive sealed proposals to determine the best value among proposals for goods or services for which price may not be the prevailing factor in award of the contract, or the scope of work, specifications or contract terms and conditions may be difficult to define. Such solicitation will consider the qualifications of the proposers along with evaluation of each proposal using identified and generally weighted evaluation criteria. RFPs may include price criteria whenever feasible, at the discretion of the city.

REQUEST FOR QUALIFICATIONS (RFQ) A solicitation method used for requesting statements of qualifications in order to determine the most qualified proposer for professional services.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A firm who has submitted a bid, offer, quote, or response which conforms in all material respects to the competitive solicitation document and all of its requirements.

RESPONSIBLE BIDDER – A firm who is fully capable of meeting all requirements of the solicitation and subsequent contract. The respondent must possess the full capability, including financial and technical, ability, business judgment, experience, qualifications, facilities, equipment, integrity, capability, and reliability, in all respects to perform fully the contract requirements and assure good faith performance as determined by the city.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Any firm having a contract with the city. Also referred to as a "Vendor".

CONTRACT – All types of agreements, including purchase orders, for procurement of supplies, services, and construction, regardless of what these agreements may be called.

CONSULTANT – A firm providing professional services for the city.

2.02 SPECIAL CONDITIONS: Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

3.01 SUBMISSION AND RECEIPT OF BIDS: To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.

3.02 MODEL NUMBER CORRECTIONS: If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.

3.03 PRICES QUOTED: Deduct trade discounts and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears

freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.

- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. In addition, the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as exempt from disclosure or confidential. Proposals bearing copyright symbols or otherwise purporting to be subject to copyright protection in full or in part may be rejected. The proposer authorizes the City to publish, copy, and reproduce any and all documents submitted to the City bearing copyright symbols or otherwise purporting to be subject to copyright protection.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.
- If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.
- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
- 3.19 BID PROTEST PROCEDURE:** Any proposer or bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law may protest to the chief procurement officer, by delivering a letter of protest to the director of finance within five (5) days after a notice of intent to award is posted on the city's web site at the following url: <https://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>

The complete protest ordinance may be found on the city's web site at the following url:
https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeid=coor_ch2ad_artvfi_div2pr_s2-182direpr

PART IV BONDS AND INSURANCE

- 4.01 PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.
- Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.
- 4.02 INSURANCE:** The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 COMPLIANCE WITH SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance with bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
 - All City Departments being advised to refrain from doing business with the Bidder.
 - All other remedies in law or equity.
- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended.

- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in the City's best interest as determined by the City, to cancel any contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or the City Auditor's designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports, and records relating to this contract. The Contractor shall retain all books of account, reports, and records relating to this contract for the duration of the contract and for three years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the contract are closed, or until expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information Services of the Florida Department of State, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his/her/its own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- NON-DISCRIMINATION:** The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, age, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, marital status, or any other protected classification as defined by applicable law.
1. The Contractor certifies and represents that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2019), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
 2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
 3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
 4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
 5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.
- 5.15 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve Contractor of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying Contractor from receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.16 ELIGIBILITY:** If applicable, the Contractor must first register with the Florida Department of State in accordance with Florida Statutes, prior to entering into a contract with the City.
- 5.17 PATENTS AND ROYALTIES:** The Contractor, without exception, shall defend, indemnify, and hold harmless the City and the City's employees, officers, employees, volunteers, and agents from and against liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including their use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include any and all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.18 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.19 GOVERNING LAW; VENUE:** The Contract shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of the Contract, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.
- 5.20 PUBLIC RECORDS:**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2019), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.



NON-COLLUSION STATEMENT

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g., ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents, and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME

RELATIONSHIPS

| | |
|--|--|
| | |
| | |
| | |
| | |

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

Authorized Signature

Title

Name (Printed)

Date



**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-17(a)(i)(ii), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

- A. Contractors doing business with the City shall not discriminate against their employees based on the employee's race, color, religion, gender (including identity or expression), marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

Contracts. Every Contract exceeding \$100,000, or otherwise exempt from this section shall contain language that obligates the Contractor to comply with the applicable provisions of this section.

The Contract shall include provisions for the following:

- (i) The Contractor certifies and represents that it will comply with this section during the entire term of the contract.
- (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.

Authorized Signature

Print Name and Title

Date



CONTRACT PAYMENT METHOD

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept the credit card or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below, you agree with these terms.

Please indicate which credit card payment you prefer:

____ MasterCard

____ Visa

Company Name

Name (Printed)

Signature

Title

Date



LOCAL BUSINESS PREFERENCE

Section 2-199.2, Code of Ordinances of the City of Fort Lauderdale, (Ordinance No. C-12-04), provides for a local business preference.

In order to be considered for a local business preference, a bidder must include the Local Business Preference Certification Statement of this ITB, as applicable to the local business preference class claimed **at the time of bid submittal**.

Upon formal request of the City, based on the application of a Local Business Preference the Bidder shall, within ten (10) calendar days, submit the following documentation to the Local Business Preference Class claimed:

- A) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **and**
- B) List of the names of all employees of the bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the local business preference.

THE COMPLETE LOCAL BUSINESS PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:

[https://library.municode.com/fl/fort lauderdale/codes/code of ordinances?nodeId=COOR CH2 AD ARTVFI DIV2PR S2-186LOBUPR](https://library.municode.com/fl/fort%20lauderdale/codes/code%20of%20ordinances?nodeId=COOR_CH2_AD_ARTVFI_DIV2PR_S2-186LOBUPR)

Definitions: The term "Business" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into four (4) types of classes:

1. Class A Business – shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **and** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
2. Class B Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **or** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
3. Class C Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone **and** staffed with full-time employees within the limits of Broward County.
4. Class D Business – shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.



LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local business price preference classification as indicated herein, and further certifies and agrees that it will re-affirm its local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this ITB. Violation of the foregoing provision may result in contract termination.

- (1) _____ is a **Class A** Business as defined in City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the City of Fort Lauderdale current year Business Tax Receipt **and** a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

Business Name

- (2) _____ is a **Class B** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Business Tax Receipt **or** a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

Business Name

- (3) _____ is a **Class C** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.

Business Name

- (4) _____ requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

Business Name

- (5) _____ requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

Business Name

- (6) _____ is considered a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186 and does not qualify for Local Preference consideration.

Business Name

BIDDER'S COMPANY: _____

AUTHORIZED COMPANY PERSON: _____
PRINT NAME SIGNATURE DATE



DISADVANTAGED BUSINESS ENTERPRISE (DBE) PREFERENCE

Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business preference.

In order to be considered for a DBE Preference, a bidder must include a certification from a government agency, as applicable to the DBE Preference class claimed **at the time of bid submittal**.

Upon formal request of the City, based on the application of a DBE Preference the Bidder shall, within ten (10) calendar days, submit the following documentation to the DBE Class claimed:

A) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **or** State of Florida active registration **and/or**

B) List of the names of all employees of the bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the disadvantaged business preference.

THE COMPLETE DBE PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: <https://www.fortlauderdale.gov/home/showpublisheddocument?id=56883>

Definitions

- a. The term "disadvantaged class 1 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- b. The term "disadvantaged class 2 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with a full-time employees and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- c. The term "disadvantaged class 3 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- d. The term "disadvantaged class 4 enterprise" shall mean any disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.



DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the disadvantaged business enterprise price preference classification as indicated herein, and further certifies and agrees that it will re-affirm its preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this solicitation. Violation of the foregoing provision may result in contract termination.

- (1) is a disadvantaged class 1 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

Business Name

- (2) is a disadvantaged class 2 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with a full-time employee(s) and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

Business Name

- (3) is a disadvantaged class 3 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

Business Name

- (4) is a disadvantaged class 4 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

Business Name

- (5) is not considered a Disadvantaged Enterprise Business as defined in the City of Fort Lauderdale Ordinance Sec.2-185 and does not qualify for DBE Preference consideration.

Business Name

BIDDER'S COMPANY: _____

AUTHORIZED COMPANY PERSON: _____
PRINT NAME SIGNATURE DATE



E-VERIFY AFFIRMATION STATEMENT

Solicitation/Bid /Contract No: _____

Project Description:

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- A. all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- B. all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name: _____

Authorized Company Person's Signature: _____

Authorized Company Person's Title: _____

Date: _____



REFERENCES

A minimum of three (3) references shall be provided. It is the responsibility of the Bidder/ Proposer to ensure that the information provided is accurate and current. The City may find your firm non-responsive for providing wrong and or outdated information. Additional references may be provided on a separate page.

Company Name: _____
Address: _____
Contact Person: _____
Title: _____
Phone #: _____
Email: _____
Contract Value: _____
Year(s): _____
Description: _____

Company Name: _____
Address: _____
Contact Person: _____
Title: _____
Phone #: _____
Email: _____
Contract Value: _____
Year(s): _____
Description: _____

Company Name: _____
Address: _____
Contact Person: _____
Title: _____
Phone #: _____
Email: _____
Contract Value: _____
Year(s): _____
Description: _____

CITY OF FORT LAUDERDALE BID/PROPOSAL CERTIFICATION

Please Note: It is the sole responsibility of the bidder/proposer to ensure that their response is submitted electronically through the **City's on-line strategic sourcing platform** prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration) _____ EIN (Optional): _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone No.: _____ FAX No.: _____ Email: _____

Delivery: Calendar days after receipt of Purchase Order (**section 1.02 of General Conditions**): _____

Total Bid Discount (**section 1.05 of General Conditions**): _____

Check box if your firm qualifies for DBE (**section 1.09 of General Conditions**):

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

| <u>Addendum No.</u> | <u>Date Issued</u> |
|---------------------|--------------------|---------------------|--------------------|---------------------|--------------------|---------------------|--------------------|
| _____ | _____ | _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ | _____ | _____ |

VARIANCES: If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A.

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

Name (printed)

Signature

Date

Title



NON-COLLUSION STATEMENT

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g., ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents, and children) are also prohibited from contracting with the City subject to the same general rules.

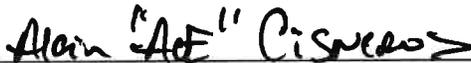
Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME

RELATIONSHIPS

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.



Authorized Signature


Name (Printed)



Title


Date



**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-17(a)(i)(ii), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

- A. Contractors doing business with the City shall not discriminate against their employees based on the employee's race, color, religion, gender (including identity or expression), marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

Contracts. Every Contract exceeding \$100,000, or otherwise exempt from this section shall contain language that obligates the Contractor to comply with the applicable provisions of this section.

The Contract shall include provisions for the following:

- (i) The Contractor certifies and represents that it will comply with this section during the entire term of the contract.
- (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.



Authorized Signature

Alan "AEE" Pismans Vice President

Print Name and Title

1/3/2023

Date



CONTRACT PAYMENT METHOD

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept the credit card or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below, you agree with these terms.

Please indicate which credit card payment you prefer:

MasterCard

Visa

Lois Police Distributors
Company Name

Alain "AEE" PISNEROS
Name (Printed)

[Signature]
Signature

Vice President
Title

1/3/2023
Date



LOCAL BUSINESS PREFERENCE

Section 2-199.2, Code of Ordinances of the City of Fort Lauderdale, (Ordinance No. C-12-04), provides for a local business preference.

In order to be considered for a local business preference, a bidder must include the Local Business Preference Certification Statement of this ITB, as applicable to the local business preference class claimed **at the time of bid submittal**.

Upon formal request of the City, based on the application of a Local Business Preference the Bidder shall, within ten (10) calendar days, submit the following documentation to the Local Business Preference Class claimed:

- A) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **and**
- B) List of the names of all employees of the bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the local business preference.

THE COMPLETE LOCAL BUSINESS PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:

https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeld=COOR_CH2_AD_ARTVFI_DIV2PR_S2-186LOBUPR

Definitions: The term "Business" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into four (4) types of classes:

1. Class A Business – shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **and** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
2. Class B Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **or** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
3. Class C Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone **and** staffed with full-time employees within the limits of Broward County.
4. Class D Business – shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.



LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local business price preference classification as indicated herein, and further certifies and agrees that it will re-affirm its local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this ITB. Violation of the foregoing provision may result in contract termination.

(1) is a **Class A** Business as defined in City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the City of Fort Lauderdale current year Business Tax Receipt **and** a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

Business Name

(2) is a **Class B** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Business Tax Receipt **or** a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

Business Name

(3) is a **Class C** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.

Business Name

(4) requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

Business Name

(5) requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

Business Name

(6) is considered a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186 and does not qualify for Local Preference consideration.

Lou's Police Distributors, Inc
Business Name

BIDDER'S COMPANY: Lou's Police Distributors

AUTHORIZED COMPANY PERSON: Alain 'AlE' Cisneros [Signature] 1/3/2023
PRINT NAME SIGNATURE DATE



DISADVANTAGED BUSINESS ENTERPRISE (DBE) PREFERENCE

Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business preference.

In order to be considered for a DBE Preference, a bidder must include a certification from a government agency, as applicable to the DBE Preference class claimed **at the time of bid submittal**.

Upon formal request of the City, based on the application of a DBE Preference the Bidder shall, within ten (10) calendar days, submit the following documentation to the DBE Class claimed:

A) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **or** State of Florida active registration **and/or**

B) List of the names of all employees of the bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the disadvantaged business preference.

THE COMPLETE DBE PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: <https://www.fortlauderdale.gov/home/showpublisheddocument?id=56883>

Definitions

- a. The term "disadvantaged class 1 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- b. The term "disadvantaged class 2 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with a full-time employees and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- c. The term "disadvantaged class 3 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- d. The term "disadvantaged class 4 enterprise" shall mean any disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.



DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the disadvantaged business enterprise price preference classification as indicated herein, and further certifies and agrees that it will re-affirm its preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this solicitation. Violation of the foregoing provision may result in contract termination.

(1) is a disadvantaged class 1 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

Business Name

(2) is a disadvantaged class 2 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with a full-time employee(s) and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

Business Name

(3) is a disadvantaged class 3 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

Business Name

(4) is a disadvantaged class 4 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

Business Name

(5) is not considered a Disadvantaged Enterprise Business as defined in the City of Fort Lauderdale Ordinance Sec.2-185 and does not qualify for DBE Preference consideration.

Lou's Police Distributors, Inc.
Business Name

BIDDER'S COMPANY: Lou's Police Distributors

AUTHORIZED COMPANY PERSON: Alain "AE" Cisneros [Signature] 1/3/2023
PRINT NAME SIGNATURE DATE



E-VERIFY AFFIRMATION STATEMENT

Solicitation/Bid /Contract No: Purchase of Police Department Firearms
Project Description: _____

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- A. all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- B. all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name: Lou's Police Distributors

Authorized Company Person's Signature: _____

Authorized Company Person's Title: Vice President

Date: 1/3/2023



REFERENCES

A minimum of three (3) references shall be provided. It is the responsibility of the Bidder/ Proposer to ensure that the information provided is accurate and current. The City may find your firm non-responsive for providing wrong and or outdated information. Additional references may be provided on a separate page.

Company Name: Palm beach County Sheriffs office
Address: 3008 Gun club Road, West Palm Beach, FL 33406
Contact Person: Sgt. Steven Dickinson
Title: Firearms Sgt for PBSO
Phone #: 561-688-4220
Email: Dickinsons@PBSO.org
Contract Value: \$ 2 million
Year(s): 7 years
Description: Do alot of business with Palm Beach County Sheriffs office such as firearms Ammo, red dots, lights etc

Company Name: City of Miami Police Dept
Address: 400 NW 2nd Ave M. Ami, FL 33100
Contact Person: Sgt Jose Cancil
Title: Firearms Sgt
Phone #: 786-351-7754
Email: 41375@Miami-Police.org
Contract Value: 500,000 - million
Year(s): 6 years
Description: City of Miami Police Dept buys firearms Ammo lights, helmets and all other Police equipment from us

Company Name: Broward County Sheriffs office
Address: 2601 West Broward Blvd
Contact Person: Sgt. Robert Chenoweth
Title: Firearms Sgt.
Phone #: (954) 321-4360
Email: robert_chenoweth@sheriff.org
Contract Value: \$100,000-\$300,000
Year(s): 8 years
Description: Broward County Sheriffs buys firearms Ammo lights and all other Police equipment from us.

CITY OF FORT LAUDERDALE BID/PROPOSAL CERTIFICATION

Please Note: It is the sole responsibility of the bidder/proposer to ensure that their response is submitted electronically through the City's on-line strategic sourcing platform prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration) Lou's Police Distributors EIN (Optional): 26-0472002

Address: 7815 WEST 4th AVE

City: Hialeah State: FL Zip: 33014

Telephone No.: (305) 416-0000 FAX No.: (305) 894-9205 Email: ACE@louspolice.com

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): _____

Total Bid Discount (section 1.05 of General Conditions): _____

Check box if your firm qualifies for DBE (section 1.09 of General Conditions):

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

| <u>Addendum No.</u> | <u>Date Issued</u> |
|---------------------|--------------------|---------------------|--------------------|---------------------|--------------------|---------------------|--------------------|
| _____ | _____ | _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ | _____ | _____ |

VARIANCES: If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A.

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

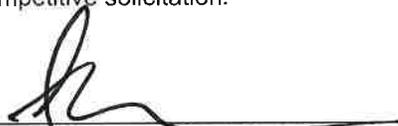
Submitted by:

Alain "ACE" Cisneros

Name (printed)

1/3/2023

Date



Signature

Vice President

Title



Bay Harbor Islands Police Department

Interoffice Memorandum

To: Town Council

Date: 4/25/2023

From: Raul M. Diaz
Chief of Police

Subject: Approval to expend allocated funds for
Police Department Firearms Replacement Program

A handwritten signature in blue ink, appearing to read "Raul M. Diaz", is written below the typed name.

The Town Council of Bay Harbor Islands approved and appropriated funds from Budget Amendment No. 2 for Fiscal Year 2022 where the Capital Projects Fund (301.521.400063.000) increased appropriations in the amount of \$63,000, which included Law Enforcement acquisition of a firearm replacement program. This memo serves as a request to expend the funds previously approved for the purchase of a firearm replacement program in the amount of \$24,018.72. The weapons package will include GLOCK Model 45 MOS-7, 9MM firearms, ACRO P2, 4" BBL AIMPOINT Red Dot systems, 3 magazines per weapon, Safariland 7360 RDS Holsters, and Streamlight TLR-7A Flex lighting systems. This purchase will equip all officers in the police department. The vendor, Lou's Police Distributors, Inc, will be utilized using a "piggyback contract," based on the vendor's capabilities to supply all items in the weapons package, fitting the agency's necessary needs.

The police department and finance department sought and received 3 quotes from 3 separate vendors. Lou's Police Distributors., was the lowest quote for the state-of-the-art technology and equipment. The PD has used Lou's Police Distributors for other purchases and values its commitment to the law enforcement community. This vendor will also allow for a buy-back program of the old firearms, consequently, reducing the costs. The approval of this purchase will further facilitate the outfitting of the police department's officers with the latest technology providing enhanced skills and expertise, ensuring officers perform at the highest caliber.

This purchase will be made as a "piggyback contract based on the Contract/Master Agreement between The City of Fort Lauderdale and Lou's Police Distributors. Attached is the contract document as proof of the "piggyback contract" the Police Department and Town are requesting to use as provided for in Sec. 2-1.2(6) of the Town's Code, allowing for contracts that utilize a bid or proposal which has been secured by another governmental entity "piggyback contract."

The quote from Lou's Police Distributors, Inc., in the amount of \$24,018.72, includes the total cost for the outfitting of all officers with the complete firearm weapons package for the replacement program.

AGENDA ITEM REPORT
May 10, 2023

ITEM NUMBER: 9.

ITEM: Consideration and Approval of the 2023/2024 Budget Preparation Calendar. Enclosed is the proposed schedule provided by the Town Manager.

DESCRIPTION:

The Town Manager and Finance Department hereby present the proposed dates for the Fiscal Year 2023/2024 Budget Preparation Calendar. Enclosed is a copy of the proposed Budget Preparation Calendar.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

No Fiscal Impact. This is just a Budget Preparation Calendar.

BUDGET IMPACT:

Submitted By: Maria Lasday, Town Manager

ATTACHMENTS

| | |
|----|---|
| 1. | TBHI Budget Preparation Calendar FY 2024 Recommended by GL to ML Based on Request |
|----|---|



TOWN OF BAY HARBOR ISLANDS
2024 Annual Budget
BUDGET PREPARATION CALENDAR

| | |
|--|---|
| Budget Goals and Objectives with Town Council to set forth funding priorities for the new fiscal year. | May 10, 2023 (7:00PM) |
| Distribution of Department Budget Package to Department Directors | May 15, 2023 |
| Submission of Department Budget Requests to Finance Department Due | May 19, 2023 |
| Departmental Budget Meetings for Review with Town Manager | June 7 to June 9, 2023 |
| Miami-Dade Property Appraiser 2022 Assessment Roll Estimate | June 1, 2023 |
| Town Council Budget Workshop | June 28 th , 2023 (6:30PM) |
| Fiscal Year 2024 Proposed Budget Delivered to the Town Council | July 1, 2023 |
| Miami-Dade Property Appraiser Certified Taxable Value | July 1, 2023 |
| Town Council Special Meeting – Budget Presentation and Discussion, Accept Town Manager’s Proposed Millage Rate | July 27, 2023 (6:30PM) |

Notification of Property Appraiser of Proposed Millage Rate;
Rolled-back Rate; and Date, Time, and Meeting Place of the
Tentative Budget Hearing

September 13th, 2023
(6:30PM)

Special Council Meeting First Public FY 2024 Budget Hearing

September 13, 2023
(6:30PM)

Budget Summary and Notice of Hearing Published

Special Council Meeting Second Public FY 2024 Budget
Hearing

September 27th, 2023
(6:30PM)

Fiscal Year 2024 Begins

October 1, 2023

First Public Hearing dates
of: Miami-Dade County
(September 07)

Miami-Dade County
School Board (July 26)

Second Public Hearing
dates of: Miami-Dade
County (September 21)

Miami-Dade County
School Board (September
06)

AGENDA ITEM REPORT

May 10, 2023

ITEM NUMBER: 10.

ITEM: Consideration and Approval of a request to issue a Request for Proposals (RFP) for replacement of the seawall at 9600 West Bay Harbor Drive, at the northwest corner of the intersection of West Bay Harbor Drive & Kane Concourse, Bay Harbor Islands, Florida. Enclosed is a copy of the 2018 inspection report.

DESCRIPTION:

This RFP is for the demolition and construction of the Seawall located at 9600 West Bay Harbor Drive. This is a Town of Bay Harbor property and could be a liability for the Town due to the deteriorated condition of the seawall panels, T- Piles and existing dock.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

There is no fiscal impact for soliciting RFPs.

BUDGET IMPACT:

Submitted By: Rodney Carrero-Santana, Town Engineer

ATTACHMENTS

| | |
|----|-----------------------------------|
| 1. | 9600 W Bay Harbor Dr Seawall Cond |
|----|-----------------------------------|

Town of Bay Harbor 2018 Seawall Resiliency Inspection

Property Address: 9600 W BAY HARBOR DR
Bay Harbor Islands, FL 33154
Location: S-1.1 Lot#1
Date of Inspection: 5/11/2018

Observations:

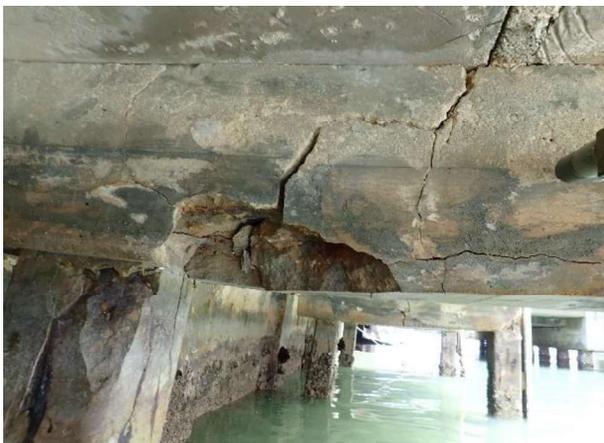
Length: 60'
Approx. Water Depth at Seawall @ 2:30pm: ~2.0'
Approx. Seawall Cap Height from Seabed: ~6.6'
Seawall: Anchored T-Pile Panel Wall
Dock: Concrete Dock, Concrete Piles

Comments:

- Wall Panels – Moderate concrete erosion in tidal zone
- Wall Panels – Moderate cracking along panels
- T-Piles – Moderate cracking and necking at tidal zone
- Dock – Severe cracking and deterioration throughout concrete dock and piles



- Seawall Rating: Fair
- Dock Rating: Critical



AGENDA ITEM REPORT

May 10, 2023

ITEM NUMBER: 11.

ITEM: Consideration and Approval of a proposal from Kimley-Horn and Associates, Inc. to provide engineering services for the replacement of sanitary sewer manhole frames and covers per DERM and Consent Decree requirements, at a lump sum amount of \$34,220. Enclosed is a copy of the proposal.

DESCRIPTION:

Wastewater collection systems are designed to convey wastewater for periods of peak domestic water usage. Wastewater collection system maintenance performed by operators helps to prevent inflow and infiltration (I&I) from entering the system. Inflow is the flow of stormwater that enters into the wastewater collection system through a sanitary sewer manhole frame and cover, and infiltration is the flow of groundwater that enters into the system through sewer mains, laterals, and manhole structures. The Town addressed a portion of infiltration into the wastewater collection system a few years ago by lining the sewer mains with an epoxy liner; however, the Town still needs to rehabilitate and line the sanitary sewer manholes. The Town also needs to address the significant issue of inflow.

In December 2023, DERM placed the Town's wastewater collection system into temporary moratorium status for multiple reasons. The primary reason the Town was placed into temporary moratorium status was due to sanitary sewer overflows (SSO's). The DERM Moratorium Letter cited County Ordinances and a Federal Consent Decree which mandated the Town to submit a written action plan to prevent SSO's and operate the wastewater collection system properly. DERM also mandated the Town to find a solution to inflow caused by a wastewater collection system design flaw that placed sanitary sewer manhole frames and covers in proximity to stormwater valley gutters and catch basins. The agreed-upon solution was manhole frames and covers that were lockable and waterproof.

The Town procured 128 manhole frames and covers to initiate the Sanitary Sewer Manhole Replacement Project. Proof of the procurement along with an acceptable action plan led to DERM removing our wastewater collection system's moratorium status. The Sanitary Sewer Manhole Replacement Project will require detailed drawings to be created along with the proper scope of work to be included with the bid documents.

In August 2017, the Town entered into Continuing Service Agreements with five (5) engineering and architectural firms. One of the firms that we have an active Continuing Services Agreement with is Kimley-Horn and Associates. The firm produced a proposal for engineering services related to this project for the amount of \$34,220. We are confident in their ability to deliver quality work, and we are recommending the Town Council approve the proposal from Kimley-Horn and Associates.

RECOMMENDED ACTION:

Approve the proposal from Kimley-Horn and Associates, Inc. for engineering services required for the Sanitary Sewer Manhole Replacement Project in the amount of \$34,220.

FINANCIAL ANALYSIS:

The Manhole Frame & Cover Replacement Project was not budgeted for in FY23. This project was required by DERM to lift the Town out of a Temporary Moratorium and will need to utilize the funding for the LMK T-Liner Installation Project.

BUDGET IMPACT:

| Name | Impact Date | Fund(s) | Account(s) | Project #(s) | Amount Budgeted |
|--|-------------|-------------|-----------------|--------------|-----------------|
| Engineering Services - Manhole Frame & Cover Replacement Project | 05/10/2023 | \$34,220.00 | 402.5350.400063 | N/A | \$1,552,337.00 |

Submitted By: Jason Atkinson, Public Works Director
Jason Atkinson, Public Works Director

ATTACHMENTS

| |
|--|
| 1. Kimley Horn - Sanitary Sewer Manhole Cover Replacement Proposal |
|--|

PROJECT AGREEMENT

Between

TOWN OF BAY HARBOR ISLANDS

And

Kimley-Horn and Associates, Inc.

For

Sanitary Sewer Manhole Cover Replacement

Pursuant to the provisions contained in the “Continuing Services Agreement for Professional Engineering Services” (hereinafter referred to “CONTINUING SERVICES AGREEMENT”) between the TOWN OF BAY HARBOR ISLANDS (hereinafter referred to as “TOWN”) and Kimley-Horn And Associates, Inc. (hereinafter referred to as “CONSULTANT”) dated October 23, 2017, this Project Agreement authorizes the CONSULTANT to provide the services as set forth below.

The TOWN and CONSULTANT agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 The CONSULTANT shall provide professional services to the TOWN for the Project as described in the “Project Description” attached as Exhibit “1.”

1.2 The “Scope of Services” and tasks to be provided by the CONSULTANT for this Project are those services and tasks as listed in Exhibit “2.”

1.3 The TOWN may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes must be contained in a written change order executed by the parties in accordance with the provisions of the Continuing Services Agreement, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra work.

SECTION 2. DELIVERABLES

As part of the Scope of Services the CONSULTANT shall provide to the TOWN the following Deliverables:

See “Scope of Services” as listed in Exhibit “2.”

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE

3.1 **Term.** This Project Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect until the project is completed, unless otherwise terminated pursuant to Section 6 or other applicable provisions of this Project Agreement. The TOWN Manager, in his sole discretion, may extend the term of this Agreement through written notification to the CONSULTANT. Such extension shall not exceed 90 days. No further extensions of this Agreement shall be effective unless authorized by the TOWN Council

3.2 **Commencement.** The CONSULTANT’S services under this Project Agreement and the time frames applicable to this Project Agreement shall commence upon the date provided in a written Notification of Commencement (“Commencement Date”) provided to the CONSULTANT from the TOWN. The CONSULTANT shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notification of Commencement. CONSULTANT must receive written notice from the TOWN Manager prior to the beginning the performance of services.

3.3 **Contract Time.** Upon receipt of the Notification of Commencement, the CONSULTANT shall commence services to the TOWN on the Commencement Date, and shall continuously perform services to the TOWN, without interruption, in accordance with the time frames set forth in Exhibit “2”. The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, whichever shall last occur, shall constitute the Contract Time.

3.4 All limitations of time set forth in this Agreement are of the essence.

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 **Lump Sum Compensation.** TOWN agrees to pay CONSULTANT as compensation for performance of all services as related to the Project a Lump Sum of **\$34,220.00**. It is understood that the method of compensation is that of Lump Sum which means that CONSULTANT shall perform all services set forth for total compensation in the amount stated above. Said Lump Sum includes but is not limited to, compensation for all fees, expenses, and out-of-pocket costs of the CONSULTANT.

4.2 **Reimbursables.** It is acknowledged and agreed to by CONSULTANT that the lump sum set forth in Section 4.1 includes Direct Expenses and describes the maximum extent of, TOWN’S obligation to reimburse CONSULTANT for direct, nonsalary expenses, but does not constitute a limitation of any sort, upon CONSULTANT’S obligation to incur such expenses in the performance of services hereunder.

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 **Invoices**

5.1.1 **Lump Sum Compensation.** CONSULTANT shall submit invoices which are identified by the specific project number on a monthly basis in a timely manner. These invoices shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished in accordance with the Payment Schedule as shown on Exhibit “3”, attached hereto and made a part of this Agreement. Invoices for each phase shall not exceed the amounts allocated to said phase.

5.2 **Disputed Invoices.** In the event that all or a portion of an invoice submitted to the TOWN for payment to the CONSULTANT is disputed, or additional backup documentation is required, the TOWN shall notify the CONSULTANT within fifteen (15) working days of receipt of the invoice of such objection, modification or additional documentation request. The CONSULTANT shall provide the TOWN with a written response and any additional information requested by the TOWN within five (5) working days of the date of the TOWN’s notice. The TOWN may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the CONSULTANT. The TOWN, at its sole discretion, may pay to the CONSULTANT the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

5.3 **Suspension of Payment.** In the event that the TOWN becomes credibly informed that any representations of the CONSULTANT, provided pursuant to Subparagraph 5.1, are wholly or partially inaccurate, or in the event that the CONSULTANT is not in compliance with any term or condition of this Project Agreement, the TOWN may withhold payment of sums then or in the future otherwise due to the CONSULTANT until the inaccuracy, or other breach of Project Agreement, and the cause thereof, is corrected to the TOWN’s reasonable satisfaction.

5.4 **Final Payment.** Submission of the CONSULTANT’S invoice for final payment and reimbursement shall constitute the CONSULTANT’S representation to the TOWN that, upon receipt from the TOWN of the amount invoiced, all obligations of the CONSULTANT to others, including its consultants, incurred in connection with the Project, shall be paid in full. The CONSULTANT shall deliver to the TOWN all documents requested by the TOWN evidencing payments to any and all subcontractors, and all final specifications, plans, or other documents as dictated in the Scope of Services and Deliverable. Acceptance of final payment shall constitute a waiver of any and all claims against the TOWN by the CONSULTANT.

SECTION 6. TERMINATION/SUSPENSION

6.1 **For Cause.** This Agreement may be terminated by either party upon three (3) calendar days’ written notice to the other party should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that CONSULTANT abandons this Agreement or causes it to be terminated by the TOWN, the CONSULTANT shall indemnify the TOWN against any loss pertaining to this

termination. In the event that the CONSULTANT is terminated by the TOWN for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.2 of this Project Agreement and the provision of Section 6.2 shall apply.

6.2 **For Convenience.** This Agreement may be terminated by the TOWN for convenience upon five (5) calendar days' written notice to the CONSULTANT. In the event of termination, the CONSULTANT shall incur no further obligations in connection with the Project and shall, to the extent possible terminate any outstanding subconsultant obligations. The CONSULTANT shall be compensated for all services performed to the satisfaction of the TOWN and reimbursable expenses incurred prior to the date of termination. In such event, the CONSULTANT shall promptly submit to the TOWN its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph 5.1. Under no circumstances shall the TOWN make any payment of profit to the CONSULTANT for services which have not been performed.

6.3 **Assignment upon Termination.** Upon termination of this Project Agreement, the work product of the CONSULTANT shall become the property of the TOWN and the CONSULTANT shall, within ten (10) working days of receipt of written direction from the TOWN, transfer to either the TOWN or its authorized designee, a copy of all work product in its possession, including but not limited to, designs, specifications, drawings, studies, reports and all other documents and data in the possession of the CONSULTANT pertaining to this Project Agreement. Upon the TOWN'S request, the CONSULTANT shall additionally assign its rights, title and interest under any subcontractor's agreements to the TOWN.

6.4 **Suspension for Convenience.** The TOWN shall have the right at any time to direct the CONSULTANT to suspend its performance, or any designated part thereof, for any reason whatsoever or without reason, for a cumulative period of up to 30 calendar days. If any such suspension is directed by the TOWN, the CONSULTANT shall immediately comply with same. In the event the TOWN directs a suspension of performance as provided for herein, through no fault of the CONSULTANT, the TOWN shall pay to the CONSULTANT as full compensation for such suspension the CONSULTANT'S reasonable cost, actually incurred and paid, of demobilization and remobilization.

SECTION 7. PERSONNEL ASSIGNED TO PROJECT

7.1 The CONSULTANT shall assign only qualified personnel to perform any services concerning this Project. At the time of execution of this Agreement, the parties anticipate that the following named individuals will perform those supervisory or primary functions indicated:

| NAME | FUNCTION |
|---------------------|------------------------|
| <u>Gary R Ratay</u> | <u>Project Manager</u> |

| | |
|------------------------|------------------------------|
| <u>Stefano Viola</u> | <u>Professional Engineer</u> |
| <u>Marissa Maring</u> | <u>Professional Engineer</u> |
| <u>Stephen LaBonia</u> | <u>Engineer</u> |
| <u>Angel Turpin</u> | <u>Engineer</u> |
| <u>Luis Guerra</u> | <u>Inspector</u> |
| <u>Shanda Layne</u> | <u>Administrative</u> |
| <u>Casey Crozier</u> | <u>Administrative</u> |

So long as the individuals named above remain actively employed or retained by the CONSULTANT, they shall perform the functions indicated next to their names. Furthermore, the TOWN reserves the right to reject any proposed substitution for any of the above-named individuals, and the TOWN shall have the further right to require that any individual assigned to the Project by the CONSULTANT be removed from the Project and reassigned for good cause.

SECTION 8. INCORPORATION OF CONTINUING SERVICES AGREEMENT

All terms and conditions of the “Continuing Service Agreement” between the TOWN and the CONSULTANT dated October 23, 2017, not specifically modified by this Project Agreement shall remain in full force and effect and are incorporated into and made a part of this Project Agreement by this reference as though set forth in full.

SECTION 9. SEVERABILITY

If any provision of this Project Agreement or its application to any person or situation shall to any extent, be invalid or unenforceable, the remainder of this Project Agreement, and the application of such provisions to persons or situations other than those to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: The TOWN, signing by and through its Town Manager, attested to by its Town Clerk, duly authorized to execute same, and by CONSULTANT, by and through its Vice President, duly authorized officer to execute same.

TOWN
TOWN OF BAY HARBOR ISLANDS

By: _____

The _____ day of _____, 2023

AUTHENTICATION:

Town Clerk

(SEAL)

APPROVED AS TO FORM

Town Attorney

CONSULTANT
KIMLEY-HORN AND ASSOCIATES, INC.

By: _____
Print Name: Gary R. Ratay, P.E.
Title: Vice President

The _____ day of _____, 2023

AUTHENTICATE:

Secretary

Print Name

(CORPORATE SEAL)

WITNESSES:

Print Name: _____

Print Name: _____

Exhibit “1”

Project Description

The CONSULTANT is pleased to submit this proposal for the replacement of the TOWN’s sanitary sewer manhole frame and covers to increase system resiliency and reduce system inflow and infiltration (I/I). The work shall include the removal and replacement of the existing sanitary sewer manhole frame and covers with watertight covers as identified by the TOWN.

The project objectives are as follows:

1. Evaluate the various sanitary sewer manhole cover installation scenarios in conjunction with the Town.
2. Develop specific details and specifications for installation of the proposed sanitary sewer manhole frame and covers based on the various installation scenarios.
3. Provide professional services associated with project design, bid document development, and bidding assistance.

Exhibit “2”

Scope of Services

The scope of services will be completed by CONSULTANT and will be performed in close coordination with TOWN staff.

Task 1 - Site Visit

- 1.1 This task will include one (1) site visit to review existing conditions, constructability impacts and discussions on proposed sanitary sewer manhole improvements. The TOWN will accompany the CONSULTANT during the initial site visit for field coordination.
- 1.2 The CONSULTANT shall review the proposed sanitary sewer manhole frame and cover cutsheets or specification if available provided by the TOWN for incorporation into the bid documents.

Data To Be Provided By Owner:

- Identify sanitary sewer manhole covers to be replaced.
- Available sanitary sewer manhole frame and cover technical information.

Task 2 – Preliminary Detail/Specification Development

- 2.1 Based on the information obtained in Task 1, the CONSULTANT will provide preliminary construction details to reflect proposed sanitary sewer manhole frame and cover replacements for the various installation scenarios. Repair and adjustment, if needed, of below grade existing bricks and conic sections prior to installation of the proposed frame and covers will be per Miami-Dade Water and Sewer Details.
- 2.2 The preliminary construction details will also address site restoration for the various installation scenarios such as asphalt or concrete and coating repairs, if needed, based on utilizing the Town preferred coating system.
- 2.3 The CONSULTANT shall prepare a schematic exhibit depicting the local roadways, the sanitary sewer layout, and the sanitary sewer manhole covers to be replaced, as identified by the TOWN in Task 1.
- 2.4 The CONSULTANT shall submit the preliminary details and exhibits for TOWN review. The details and the exhibits shall be submitted electronically.
- 2.5 The CONSULTANT will prepare bid documents that include technical specifications and bid form that will list the separate pay items, estimated quantities, and units. The TOWN will incorporate the CONSULTANT provided bid documents into their Front-End contract documents for bidding.

- 2.6 The CONSULTANT shall attend one (1) coordination meeting with the TOWN to address review comments.

Deliverables:

- Preliminary Detail and Exhibit Submittal.
- Technical Specifications and Bid Form.

Task 3 - Final Detail/Specification Submittal

- 3.1 The CONSULTANT shall incorporate the TOWN's review comments from the Preliminary detail/specification submittal in the Final detail/specification submittal.
- 3.2 The CONSULTANT shall submit the Final detail/specification submittal for TOWN review. The Final detail/specification submittal will include the updated bid documents, the final details, and exhibits. The final deliverables shall be submitted electronically.
- 3.3 The CONSULTANT shall prepare an OPC as part of the Final detail/specification submittal.
- 3.4 The CONSULTANT shall attend one (1) coordination meeting with the TOWN to address review comments.
- 3.5 Once comments are addressed, or if no comments or corrections are necessary, the CONSULTANT shall submit the Final detail/specification submittal to the TOWN.

Deliverables:

- Final Detail and Exhibit Submittal.
- Final OPC.
- Final Technical Specifications and Bid Form.

Task 4 – Bidding Services

- 4.1 The CONSULTANT shall prepare an agenda and attend one (1) pre-bid meeting. The CONSULTANT shall respond to questions from prospective bidders.
- 4.2 The CONSULTANT shall provide supplemental information to prospective bidders during the bidding process through the issuance of addenda. Addenda to be issued by the TOWN.
- 4.3 The CONSULTANT shall review the three (3) lowest bids to determine the most responsible and responsive bidder and provide the TOWN with a recommendation for

award of the construction contract.

PROJECT ASSUMPTIONS

Based on the replacement of the existing sanitary sewer manhole covers, the following assumptions pertain to this scope of work:

- No modifications or improvements associated with gravity sewer system outside of the manhole covers are anticipated or included.
- All existing structures may need limited repairs and/or coatings prior to manhole cover installation, but they are not failing structurally and do not require replacement.
- No field survey services are required.
- No geotechnical services are required.
- The TOWN shall utilize their Front End documents to develop final bid documents.
- No outside agency permitting is required.
- No roadway or sidewalk design/improvements are required.
- No drainage design/improvements are required.
- No post design or construction phase services included.

SCHEDULE

The CONSULTANT shall perform the services identified in Tasks 1 – 3 within 100 days of the written Notice to Proceed. Task 4 shall be determined based on the bid dates and construction award period.

Exhibit “3”

Payment Schedule

The CONSULTANT will complete this scope of services for the lump sum amount of **\$34,220.00**. The following is a breakdown of the lump sum fee for reference:

| Task | Description | Labor Fee |
|---------------------------------|--|--------------------|
| 1 | Site Visit..... | \$2,840.00 |
| 2 | Preliminary Detail/Specification Development | \$16,935.00 |
| 3 | Final Detail/Specification Submittal..... | \$10,895.00 |
| 4 | Bidding Services | \$3,550.00 |
| TOTAL LUMP SUM FEE | | \$34,220.00 |



WORK PLAN - FEE SCHEDULE

| | |
|---|----------------|
| PROJECT: Sanitary Sewer Manhole Cover Replacement | SHEET: |
| CLIENT: Town of Bay Harbor Islands | PROJECT NO.: |
| ESTIMATOR: Marissa Maring | DATE: 04/03/23 |

| DESCRIPTION: | Senior Engineer | Project Manager | Project Engineer | Engineer | Junior Engineer | Support Specialist | Inspector | Survey Sub | Electrical Sub | Geotech Sub | Expenses | Line Total | Task Total |
|---|-------------------|--------------------|------------------|--------------------|-----------------|--------------------|---------------|---------------|----------------|---------------|-----------------|--------------------|--------------------|
| Task 1 - Site Visit | | | | | | | | | | | | | |
| Initial project site visit | | 4 | | 4 | | | | | | | | \$1,680.00 | |
| Review provided sanitary sewer manhole cover specifications | | 2 | | 4 | | | | | | | | \$1,160.00 | \$2,840.00 |
| Task 2 - Preliminary Detail/Specification Development | | | | | | | | | | | | | |
| Develop construction/site restoration details | | 12 | | 30 | | | | | | | | \$7,920.00 | |
| Develop site plan exhibit | 1 | 2 | | 12 | | | | | | | | \$2,720.00 | |
| Prepare bid documents and bid form | 2 | 8 | | 12 | | 2 | | | | | | \$4,810.00 | |
| Submit preliminary detail/specification package and meet with Town | | 2 | | 4 | | 1 | | | | | \$200.00 | \$1,485.00 | \$16,935.00 |
| Task 3 - Final Detail/Specification Submittal | | | | | | | | | | | | | |
| Incorporate preliminary Town comments | | 2 | | 4 | | | | | | | | \$1,160.00 | |
| Prepare final construction/site restoration details and site plan exhibit | | 6 | | 10 | | | | | | | | \$3,160.00 | |
| Finalize bid documents and bid form | 3 | 6 | | 8 | | 2 | | | | | | \$3,930.00 | |
| Prepare Opinion of Probable Cost (OPC) | | 2 | | 4 | | | | | | | | \$1,160.00 | |
| Submit final detail/specification package and meet with Town | | 2 | | 4 | | 1 | | | | | \$200.00 | \$1,485.00 | \$10,895.00 |
| Task 4 - Bidding Services | | | | | | | | | | | | | |
| Attend pre-bid meeting | | 3 | | | | | | | | | | \$780.00 | |
| Respond to reasonable RFI's | | 3 | | 3 | | 1 | | | | | | \$1,385.00 | |
| Review bids and provide recommendation of award | | 3 | | 3 | | 1 | | | | | | \$1,385.00 | \$3,550.00 |
| TOTAL HOURS | 6 | 57 | 0 | 102 | 0 | 8 | 0 | \$0.00 | \$0.00 | \$0.00 | \$400.00 | | |
| LABOR RATE (\$/HOUR) | 280.00 | 260.00 | 210.00 | 160.00 | 130.00 | 125.00 | 115.00 | 1.0 | 1.0 | 1.0 | 1.0 | | |
| SUBTOTAL | \$1,680.00 | \$14,820.00 | \$0.00 | \$16,320.00 | \$0.00 | \$1,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$400.00 | | |
| PAGE TOTAL | | | | | | | | | | | | \$34,220.00 | \$34,220.00 |

AGENDA ITEM REPORT
May 10, 2023

ITEM NUMBER: 12.

ITEM: Consideration and Approval of the Ruth K. Broad K-8 Center Nurse Initiative Memorandum of Understanding between the City of Miami Beach (“CMB”), North Bay Village (“NBV”), the Town of Bay Harbor Islands (“TBHI”), the Town of Surfside (“TS”), Bal Harbour Village (“BHV”), and the Miami Beach Chamber Education Foundation, Inc. (“MBCEF”) (collectively, the “Parties”), to provide for funding and for the implementation of a Nurse Initiative for the school year 2023-2024, at a pro rata share of \$8,112.

DESCRIPTION:

The Nurse Initiative program came forth in 2013 due to a determination that students at Miami Beach North Beach Elementary, Treasure Island Elementary, and Ruth K. Broad Bay Harbor K-8 Center did not have full-time on-site healthcare services and were, thus, underserved as compared to other public schools in the feeder pattern that falls within the City of Miami Beach.

Several years ago, the Town of Bay Harbor Islands (“Town”) entered into a Memorandum of Understanding (“MOU”) with the City of Miami Beach, North Bay Village, Bal Harbour Village, the Town of Surfside (“Participating Municipalities”), and the Miami Beach Chamber Education Foundation (“MBCEF”), to fund and implement the Nurse Enhancement Initiative for Ruth K. Broad Bay Harbor K-8 Center. Such agreement has been amended.

During the 2022-23 school year, youth at Ruth K. Broad K-8 received 152 mental health sessions during the two days of weekly service.

The MOU needs to be amended again to assign the proportionate share of funding to Participating Municipalities for FY 2023-2024, requiring the Town to contribute \$8,112.00.

RECOMMENDED ACTION:

Approve

FINANCIAL ANALYSIS:

The annual cost share for Bay Harbor Islands funding of this program is \$8,112. This program has been continuously budgeted and funded since its inception in 2013 through the annual budget process.

BUDGET IMPACT:

Submitted By: Maria Lasday, Town Manager

ATTACHMENTS

| | |
|----|--|
| 1. | Resolution - Nurse Initiative - 2023-2024 |
| 2. | MOU Nurse Amendment #6 Municipalities 23-24 (1) |
| 3. | LTC 188-2023 Nurse Enhancement Initiative Behavioral Mental Health Services Summary Report |

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING AMENDMENT NO. 6 TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MIAMI BEACH, NORTH BAY VILLAGE, THE TOWN OF BAY HARBOR ISLANDS, THE TOWN OF SURFSIDE, BAL HARBOUR VILLAGE, AND THE MIAMI BEACH CHAMBER EDUCATION FOUNDATION, INC. TO FUND A NURSE ENHANCEMENT INITIATIVE FOR SCHOOL YEAR 2022/2023 FOR RUTH K. BROAD BAY HARBOR K-8 CENTER; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE AMENDMENT TO THE MOU; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Bay Harbor Islands (“Town”) entered into a Memorandum of Understanding (“MOU”) with the City of Miami Beach, North Bay Village, Bal Harbour Village, the Town of Surfside (“Participating Municipalities”), and the Miami Beach Chamber Education Foundation (“MBCEF”), to fund and implement the Nurse Enhancement Initiative for Ruth K. Broad Bay Harbor K-8 Center; and

WHEREAS, the MOU provides that Participating Municipalities will come up with their proportionate share of funds for the Nurse Enhancement Initiative; and

WHEREAS, the MOU was amended by Amendment No. 5 to the MOU, executed on July 26, 2022, to extend the Nurse Enhancement Initiative for FY 2022-2023 and set forth the proportionate share of funding for the Participating Municipalities; and

WHEREAS, the parties wish to further amend the MOU in order to assign the proportionate share of funding to Participating Municipalities for FY 2023-2024, requiring the Town to contribute \$8,112, as set forth in Amendment No. 6 to the MOU (“Amendment”), attached hereto as Exhibit “A”; and

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS AS FOLLOWS:

Section 1. Recitals. That the above and foregoing recitals are true and correct and are hereby incorporated by reference.

Section 2. Approval of Amendment to MOU; Authorization. The Amendment between the Town, Participating Municipalities and MBCEF, substantially in the form attached hereto as Exhibit “A”, is hereby approved. The Town Council authorizes the Town Manager to execute the Amendment on behalf of the Town, together with such changes as may be approved by the Town Manager and the Town Attorney as to form and legal sufficiency.

Section 3. Implementation. The Town Manager is authorized to take all action necessary to implement the purposes of this Resolution and the Amendment.

Section 4. Effective Date. This Resolution will become effective upon adoption.

PASSED AND ADOPTED this 10th day of May 2022.

**ELIZABETH TRICOCHÉ
MAYOR**

ATTEST:

**YVONNE P. HAMILTON, CMC
TOWN CLERK**

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

**GREENSPOON MARDER LLP
TOWN ATTORNEY
BY: JOSEPH S. GELLER**

**AMENDMENT NO. 6
TO
THE MEMORANDUM OF UNDERSTANDING
AMONG
THE CITY OF MIAMI BEACH, NORTH BAY VILLAGE, THE TOWN OF BAY HARBOR
ISLANDS, THE TOWN OF SURFSIDE, BAL HARBOUR VILLAGE, AND
THE MIAMI BEACH CHAMBER EDUCATION FOUNDATION, INC.
TO
IMPLEMENT A NURSE ENHANCEMENT INITIATIVE FOR SCHOOL YEAR 2023/2024**

Amendment No. 6 (“**Amendment**”) is made and entered into this ____ day of _____, 2023, by and among the **City of Miami Beach, Florida (“CMB”)**, a municipal corporation organized and existing under the laws of the State of Florida, having its principal place of business at 1700 Convention Center Drive, Miami Beach, Florida 33139; **North Bay Village (“NBV”)**, a municipal corporation organized and existing under the laws of the State of Florida, having its principal place of business at 1666 John F. Kennedy Causeway, #3, North Bay Village, Florida 33141; the **Town of Bay Harbor Islands (“TBHI”)**, a municipal corporation organized and existing under the laws of the State of Florida, having its principal place of business at 9665 Bay Harbor Terrace, Bay Harbor Islands, Florida 33154; the **Town of Surfside (“TS”)**, a municipal corporation organized and existing under the laws of the State of Florida, having its principal place of business at 9293 Harding Avenue, Surfside, Florida 33154; **Bal Harbour Village (“BHV”)**, a municipal corporation organized and existing under the laws of the State of Florida, having its principal place of business at 655 96th Street, Bal Harbour, Florida 33154; and the **Miami Beach Chamber Education Foundation, Inc. (“MBCEF”)**, a Florida not-for-profit corporation, having its principal place of business at 100 16th Street, Suite 6, Miami Beach, Florida 33139 (collectively, the “Parties”) to amend the Memorandum of Understanding entered into on May 17, 2018 (“**MOU**”), as amended by Amendments No. 1 through No. 5, as follows:

RECITALS

WHEREAS, the Parties have determined that a program to provide healthcare services to students attending underserved public schools is in the best interests of the health and public welfare of the City of Miami Beach, North Bay Village, the Town of Bay Harbor Islands, the Town of Surfside, and Bal Harbour Village (the “**Participating Municipalities**”); and

WHEREAS, following the Parties’ determination that students at Miami Beach North Beach Elementary, Treasure Island Elementary, and Ruth K. Broad Bay Harbor K-8 Center (the “**Participating Schools**”) did not have full-time on-site healthcare services and were, thus, underserved as compared to other public schools in the feeder pattern that falls within the City of Miami Beach, the Parties entered into a Memorandum of Understanding on August 19, 2013 for a Nurse Initiative, and another Memorandum of Understanding on April 23, 2014, to provide healthcare services to the Participating Schools during the 2013/2014 and the 2014/2015 School Years; and

WHEREAS, due to the success of Nurse Initiatives during the 2013/2014 and 2014/2015 School Years, the Parties implemented an enhanced nurse initiative (“**Nurse Enhancement Initiative**”) for the 2015/2016, 2016/2017, and the 2017/2018 School Years for the Participating Schools because the basic healthcare services previously funded in the Nurse Initiative by the Participating Municipalities, the MBCEF, and the Children’s Trust (“**TCT**”), were provided by TCT via the new School Health Programs; and

WHEREAS, on May 17, 2018, CMB, NBV, TBHI, TS, BHV, and MBCEF executed the MOU for the continuation of the Nurse Enhancement Initiative for the Participating Schools for the 2018-2019 School Year; and

WHEREAS, the Parties executed Amendment No. 1 to the MOU, dated December 24, 2018, adding an additional day of service at Ruth K. Broad Bay Harbor K-8 Center; and

WHEREAS, on September 11, 2019, the Mayor and City Commission adopted Resolution No. 2019-30956, approving Amendment No. 2 to the MOU and approving funding of CMB's contribution for each subsequent School Year, on a recurring basis, subject to funding approval during CMB's budgetary process and provided that CMB's contribution amount does not exceed \$15,400.00; and

WHEREAS, the Parties executed Amendment No. 2 to the MOU, dated September 19, 2019, extending the Nurse Enhancement Initiative for the Participating Schools for the 2019-20 School Year; and

WHEREAS, the Parties executed Amendment No. 3 to the MOU, dated August 19, 2020, extending the Nurse Enhancement Initiative for the Participating Schools for the 2020-21 School Year; and

WHEREAS, the Parties executed Amendment No. 4 to the MOU, dated July 21, 2021, extending the Nurse Enhancement Initiative for the Participating Schools for the 2021-22 School Year; and

WHEREAS, the Parties executed Amendment No. 5 to the MOU, dated July 26, 2022, extending the Nurse Enhancement Initiative for the Participating Schools for the 2022-23 School Year; and

WHEREAS, The MOU and Amendments No. 1 through No. 5 to the MOU shall be collectively referred to herein as the "MOU"; and

WHEREAS, due to the success of the Nurse Enhancement Initiative services, the Parties wish to provide the Nurse Enhancement Initiative for the 2023-2024 School Year; and

WHEREAS, a Nurse Enhancement Initiative should be established at the Participating Schools for School Year 2023-2024 as herein provided and pursuant to a separate agreement between MBCEF and TCT; and

WHEREAS, MBCEF shall provide funding to TCT for the 2023-2024 Nurse Enhancement Initiative in the amount of \$7,000.00.

NOW, THEREFORE, in consideration of the mutual conditions and promises contained herein, the Parties agree to amend the MOU as follows:

1. ABOVE RECITALS.

The above recitals are true and correct and are incorporated as part of this Amendment.

2. MODIFICATIONS.

The MOU is hereby amended (deleted items ~~struck through~~ and inserted items underlined) as follows:

Paragraph 3 of the MOU is hereby deleted in its entirety and replaced with the following:

3. On or before October 31, 2023, the Participating Municipalities shall provide their proportionate share of the funds for the 2023-2024 Nurse Enhancement Initiative to MBCEF, subject to budget approval by the Participating Municipalities, which funds MBCEF shall hold in escrow pending the execution of its agreement with TCT, referenced in paragraph 1 of the MOU. The Participating Municipalities' proportionate share of funding for the 2023-2024 School Year shall be paid by October 31, 2023, in the following amounts for 44 weeks, from October 1, 2023 to June 5th 2024 and August 1, 2024 to September 30, 2024:

- i) CMB shall provide funding in the amount of \$15,400;
- ii) NBV shall provide funding in the amount of \$6,600;
- iii) TBHI shall provide funding in the amount of \$8,112 for 2 days of service at Ruth K. Broad Bay Harbor K-8 Center;
- iv) TS shall provide funding in the amount of \$8,112 for 2 days of service at Ruth K. Broad Bay Harbor K-8 Center; and
- v) BHV shall provide funding in the amount of \$8,112 for 2 days of service at Ruth K. Broad Bay Harbor K-8 Center.

9. RATIFICATION.

Except as amended herein, all other terms and conditions of the MOU shall remain in full force and effect. In the event there is a conflict between the provisions of this Amendment and the MOU, the provisions of this Amendment shall govern.

(THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK)

IN WITNESS THEREOF, the Parties hereto have executed by their respective and duly authorized officers the day and year first above written.

ATTEST:

CITY OF MIAMI BEACH, FLORIDA, a municipal corporation of the State of Florida

By: _____
Rafael E. Granado, City Clerk

By: _____
Alina T. Hudak, City Manager

Date: _____

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION
[Signature] 04/17/23
City Attorney *[Signature]* Date

ATTEST:

NORTH BAY VILLAGE, a municipal corporation of the State of Florida

By: _____

By: _____

Village Clerk

Village Manager

Date: _____

Approved as to Form and Language
and for Execution

ATTEST:

TOWN OF BAY HARBOR ISLANDS, a municipal corporation of the State of Florida

By: _____

By: _____

Town Clerk

Mayor/Town Manager

Date: _____

Approved as to Form and Language
and for Execution

By: _____

ATTEST:

TOWN OF SURFSIDE, a municipal corporation of the State of Florida

By: _____
Town Clerk

By: _____
Mayor/Town Manager

Date: _____

Approved as to form and Language
and Legal sufficiency

ATTEST:

BAL HARBOUR VILLAGE, a municipal corporation of the State of Florida

By: _____
Village Clerk

By: _____
Mayor/Village Manager

Date: _____

Approved as to form and Language
and Legal sufficiency

ATTEST:

**MIAMI BEACH CHAMBER EDUCATION
FOUNDATION, INC., a Florida not-for-profit
corporation**

By: _____

By: _____

Date: _____

MIAMI BEACH

OFFICE OF THE CITY MANAGER
NO. LTC # 188-2023

LETTER TO COMMISSION

TO: Honorable Mayor Dan Gelber and Members of the City Commission

FROM: Alina T. Hudak, City Manager 

DATE: April 25, 2023

SUBJECT: Nurse Enhancement Initiative Behavioral/Mental Health Services Summary Report

The purpose of this Letter to Commission is to update the Mayor and City Commission on the status of our Nurse Enhancement Initiative for Behavioral Health/Mental Health youth support services from August 2022 through April 2023 for North Beach Elementary, Miami Beach South Pointe Elementary, Miami Beach Fienberg Fisher K-8, Biscayne Beach Elementary, Treasure Island Elementary, Ruth K. Broad Bay Harbor K-8 Center, Miami Beach Nautilus Middle School, and Miami Beach Senior High School.

Overall, **148** youth received **1,074 mental health support sessions** in the 2022-2023 school year through April 18, 2023 from the Licensed Clinical Social Worker (Social Worker) in all Miami Beach feeder public schools. The below provides the number of sessions provided to youth at each Miami Beach feeder school receiving services during the 2022-23 school year:

| School Name | # of youth mental health sessions |
|---------------------------------------|-----------------------------------|
| • Miami Beach Senior High School | 773 |
| • Miami Beach Nautilus Middle School | * |
| • Miami Beach Fienberg Fisher K-8 | * |
| • Miami Beach South Pointe Elementary | * |
| • North Beach Elementary | 101 |
| • Biscayne Beach Elementary | * |
| • Treasure Island Elementary | 48 |
| • Ruth K. Broad K-8 Center | 152 |

The enhanced behavioral services provide on-site access to a licensed clinical social worker to provide services including, but not limited to, the following:

- Academic Issues
- Attention Issues
- Anger Management
- Anxiety
- Attention Issues
- Disruptive Behavior
- Depression
- Stress Management
- Family Issues

The following schools received support through this initiative for the indicated number of days per week during the 2022-23 school year: Treasure Island Elementary one (1) day per week, North Beach Elementary two (2) days per week, Ruth K. Broad K-8 Center two (2) days per week, and Miami Beach Senior High School five (5) days per week. *Services were not provided to some schools through this initiative in the 2022-23 school year due to staffing challenges of our partners: Miami Beach South Pointe Elementary, Miami Beach Fienberg Fisher K-8, Miami Beach Nautilus Middle School, and Biscayne Beach Elementary.

Staff from the Office of Education and Performance Initiatives will be reaching to municipal partners to determine interest in sustaining the Nurse Enhancement Initiative in the 2023-24 school year. Furthermore, alternate service models are being explored to fill the open mental health professional position for the 2023-24 school year to ensure services are available for all youth.

The Miami Beach public school community may reach the mental health professionals directly using the information provided below during the school year:

Ashley Silverio
James Moore

Email: Asilverio@borinquenhealth.org
Email: Jmoore@borinquenhealth.org

This initiative supports our strategic priority to be known for educational (K-12) excellence. If you have any questions, please feel free to contact me or Dr. Leslie Rosenfeld, Chief Education Officer.

Attachments

JG/LDR

DocuSigned by:  DocuSigned by: 
2118893138C446F... C: Executive Staff 194524CA93D744F...

Dr. Leslie Rosenfeld, Chief Education Officer

MENTAL HEALTH SERVICES

FINDING PEACE OF MIND

The City of Miami Beach, through our Education Compact with Miami-Dade County Public Schools, continues to provide mental health support services for all Miami Beach public school children through The Children's Trust and Borinquen Medical Center.

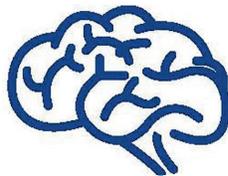
SERVICES

A mental health professional is now available to provide individual telephonic support for any child or family in need with services included but not limited to:

- Anxiety
- Depression
- Stress Management
- Family Issues

1 in 3

Children suffer developmental or behavioral disabilities that limit their health and school performance.



Behavioral health issues can affect a student's performance, increase truancy, school dropout rates, and difficulties in learning.



If you are in need of this service, please contact your child's behavioral health counselor.

Ashley Silverio: Asilverio@borinquenhealth.org
James Moore: Jmoore@borinquenhealth.org

To request this material in alternate format, sign language interpreter (five-day notice required), information on access for persons with disabilities, and/or any accommodation to review any document or participate in any city-sponsored proceedings, call 305.604.2489 and select 1 for English or 2 for Spanish, then option 6; TTY users may call via 711 (Florida Relay Service).

MIAMIBEACH

SERVICIOS DE SALUD MENTAL

ENCONTRANDO TRANQUILIDAD

La Ciudad de Miami Beach, a través de nuestro Pacto de Educación con las Escuelas Públicas del Condado de Miami-Dade, continua prestando servicios de apoyo para la salud mental de todos los niños de las escuelas públicas de Miami Beach a través de "The Children's Trust" y el Centro Médico Borinquen.

SERVICIOS

Un profesional de la salud mental está ahora disponible para proporcionar apoyo telefónico individual a cualquier niño o familia que lo necesite con servicios incluidos pero no limitados a:

- Ansiedad
- Depresión
- Manejo del estrés
- Asuntos familiares

1 de 3

Los niños sufren discapacidades de desarrollo o de comportamiento mentales que limitan su salud y su rendimiento escolar.



Problemas de salud mental pueden afectar el rendimiento del estudiante, aumentar ausentismo, porcentaje de abandono escolar, y dificultades en aprendizaje.



Si necesita este servicio, por favor llame o mande un correo al profesional de salud de comportamiento de su hijo.

Ashley Silverio: asilverio@borinquenhealth.org
James Moore: jmoore@borinquenhealth.org

Para solicitar este material en formato alternativo, intérprete de lenguaje de señas (5 días de aviso previo), información de acceso para personas con discapacidades, y/o cualquier ajuste para revisar documentos o participar en acontecimientos patrocinados por la ciudad, llame al 305.604.2489 y seleccione 2 para Español, luego la opción 6; usuarios de teléfonos de texto (TTY) pueden llamar a través del 711 (Servicio de retransmisión de la Florida).

MIAMIBEACH

AGENDA ITEM REPORT
May 10, 2023

ITEM NUMBER: 13.

ITEM: Ratification of Approval of an expenditure not to exceed \$50,000 for emergency repair of the sewer force main on 78th Street and Collins Avenue, under the Emergency Procurement regulations, pursuant to Section 2.1.3(a) of the Town Code.

DESCRIPTION:

The Town's Master Pump Station pumps sewage via a 16-inch force main to the City of Miami Beach. The force main was installed over 50 years ago, and there is an agreement in place between the City of Miami Beach and the Town for sewage conveyance services. Part of the agreement states that our Town must maintain our wastewater collection system in accordance with Federal, State, and Local Laws and standards related to sewer service.

There is currently a leak in the force main located in an air release valve manhole near the intersection of 78th Street and Collins Avenue. The leak is in an area where a force main rupture occurred approximately five (5) years ago. The leak is not large, but it occasionally overflows out of the manhole, into the street, and into the stormwater catch basin. These types of leaks are called sanitary sewer overflows (SSO) and are of great concern to the public and regulatory agencies. On April 27, 2023, the City of Miami Beach reported the SSO to the County and the State. The City of Miami Beach tasked the Town with initiating surface water sampling for affected stormwater outfalls. Although the Town is not required to conduct sampling due to the minimal quantity that has entered the stormwater system, the Town is doing so to ensure the water body collecting flow from the stormwater outfall is free of bacteria.

The Town is required to repair the force main immediately. The repair will include the replacement of a section of pipe, a manhole, and an air release valve. The area will also need to be restored according to FDOT standards because the leak is in an FDOT roadway. The repair will require an as-built to be submitted after the repair is complete. A contractor well-versed in this type of repair has begun searching for the material needed for the repair. The estimated price of the repair is not expected to exceed \$50,000. This takes into account that there is the potential for additional deficiencies with the force main once the pipe is uncovered and repaired.

We are requesting the Town Council to approve an expenditure not to exceed \$50,000 to repair a leaking force main that is contributing to sanitary sewer overflows and to abide by the provisions of the Sewer Conveyance Services Agreement between the City of Miami Beach and the Town of Bay Harbor Islands.

Staff recommends approval of an expenditure not to exceed \$50,000 to repair a leaking force main that is contributing to sanitary sewer overflows and to abide by the provisions of the Sewer Conveyance Services Agreement between the City of Miami Beach and the Town of Bay Harbor Islands.

RECOMMENDED ACTION:

Approve

FINANCIAL ANALYSIS:

The force main repair was not budgeted and falls outside of normal repair activities. It does not qualify as a capital expenditure because it is an emergency repair and not a replacement. Additional funding for this repair will come from the Unreserved Sewer Fund Balance.

BUDGET IMPACT:

| Name | Impact Date | Fund(s) | Account(s) | Project #s) | Amount Budgeted |
|---|-------------|-------------|-----------------|-------------|-----------------|
| Force Main Repair - 78 St. & Collins Ave. | 05/10/2023 | \$50,000.00 | 402.5350.400046 | N/A | \$80,450.00 |

Submitted By: Yvonne Hamilton, Town Clerk
 Jason Atkinson, Public Works Director

ATTACHMENTS

| | |
|----|---|
| 1. | Sewage Conveyance Agreement CMB and BHI |
| 2. | ABNORMAL-SSO-DISCHARGE 78th St & Collins Ave FM (V1) 04 26 2023 |
| 3. | Force Main Leak 78 St. & Collins |

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND THE TOWN OF BAY HARBOR ISLANDS (TOWN) FOR THE CITY TO CONTINUE TO PROVIDE SEWAGE CONVEYANCE SERVICES TO the TOWN; A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT 1.

WHEREAS, the City operates a sewage conveyance system (the City System) for the use and benefit of its inhabitants, and has also historically provided sewage conveyance for disposal services to the neighboring towns, known as the Satellite Cities, including the Town of Bay Harbor Islands (Town); and

WHEREAS, the City Commission approved Resolution No. 13448, to enter into an agreement with the Town, to provide sewage conveyance for disposal services which agreement was dated November 17, 1971; and

WHEREAS, due to the then proposed connection of the City System to the Virginia Key Treatment facility, the City exercised its right to terminate the agreement at its December 5, 1979 Commission meeting, pursuant to Resolution No. 79-16117; and

WHEREAS, notwithstanding such termination of the agreement, the City and the Town's intent was not to discontinue the City's provision of the services to the Town, but rather to continue to provide them on a month to month basis until new terms including, without limitation, new rates under an appropriate rate setting procedure (after the City's costs could be determined for operation under the new system) could be established; and

WHEREAS, this relationship has survived to present day; and

WHEREAS, the City and the Town now wish to enter into a new agreement ("Agreement") for sewage conveyance for disposal services (hereinafter, the "Services"); particularly insofar as memorializing the method of compensation to be paid by the Town to the City is concerned; and

WHEREAS, the parties have negotiated the attached Agreement (Exhibit "1"), and the Town approved the Agreement on May 12, 2016; and

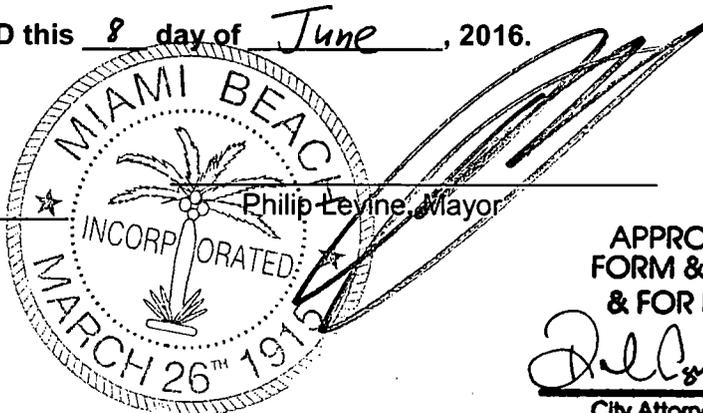
WHEREAS, the Administration recommends that the Mayor and City Commission approve and authorize the Mayor and City Clerk to execute the attached Agreement.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby, approve and authorize the Mayor and City Clerk to execute an Agreement between the City of Miami Beach and the Town of Bay Harbor Islands for the City to continue to provide sewage conveyance services to Town; a copy of which is attached hereto as Exhibit 1.

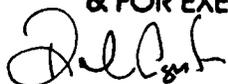
PASSED AND ADOPTED this 8 day of June, 2016.

ATTEST:


6/13/16
Rafael Granado, City Clerk



APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION


City Attorney
5/25/16
Date

Condensed Title:

A Resolution Of The Mayor And City Commission Of The City Of Miami Beach, Florida, Accepting An Agreement Between The City Of Miami Beach And The Town Of Bay Harbor Islands, To Provide Sewage Conveyance Services.

Key Intended Outcome Supported:

Item Summary/Recommendation:

The City operates a sewage conveyance system (the City System) for the use and benefit of its inhabitants, and has also historically provided sewage conveyance for disposal services to the neighboring towns, known as the Satellite Cities, including the Town of Bay Harbor Islands.

The City Commission approved Resolution No. 13448, to enter into an agreement with the Town of Bay Harbor Islands, to provide sewage conveyance for disposal services which agreement was dated November 17, 1971. Subsequently, due to the then proposed connection of the City System to the Virginia Key treatment facility, the City exercised its right to terminate the agreement at its December 5, 1979 Commission meeting, pursuant to Resolution No. 79-16117.

Notwithstanding such termination of the agreement, the City and Bay Harbor Islands' intent was not to discontinue the City's provision of the services to Bay Harbor Islands, but rather to continue to provide them on a month to month basis until new terms including, without limitation, new rates under an appropriate rate setting procedure (after the City's costs could be determined for operation under the new system) could be established.

This relationship has survived to the present day. The City and Bay Harbor Islands now wish to enter into a new agreement ("Agreement") for sewage conveyance for disposal services (hereinafter, the "Services"); particularly insofar as memorializing the method of compensation to be paid by Bay Harbor Islands to the City is concerned.

The Town of Bay Harbor Islands Town Manager signed the agreement on May 12, 2016.

THE ADMINISTRATION RECOMMENDS ADOPTING THE RESOLUTION.

Advisory Board Recommendation:

Financial Information:

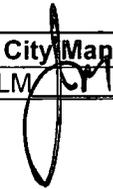
| Source of Funds: | | Amount | Account | Approved |
|------------------|-------|--------|---------|----------|
| | 1 | | | |
| | 2 | | | |
| | 3 | | | |
| OBPI | Total | | | |

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Eric Carpenter, Public Works X6012

Sign-Offs:

| Asst. Department Director | Assistant City Manager/DPW | City Manager |
|---|---|---|
| JJF  | ETC  | JLM  |

T:\AGENDA\2016\June\Public Works\Town of Bay Harbor Island. Summary.docx





MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy Morales, City Manager

DATE: June 8, 2016

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING AN AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND THE TOWN OF BAY HARBOR ISLANDS, TO PROVIDE SEWAGE CONVEYANCE SERVICES.**

ADMINISTRATION RECOMMENDATION

The Administration recommends adopting the Resolution.

BACKGROUND

The City operates a sewage conveyance system (the City System) for the use and benefit of its inhabitants, and has also historically provided sewage conveyance for disposal services to the neighboring towns, known as the Satellite Cities, including the Town of Bay Harbor Islands.

The City Commission approved Resolution No. 13448, to enter into an agreement with the Town of Bay Harbor Islands, to provide sewage conveyance for disposal services which agreement was dated November 17, 1971. Subsequently, due to the then proposed connection of the City System to the Virginia Key treatment facility, the City exercised its right to terminate the agreement at its December 5, 1979 Commission meeting, pursuant to Resolution No. 79-16117.

Notwithstanding such termination of the agreement, the City and Bay Harbor Islands' intent was not to discontinue the City's provision of the services to Bay Harbor Islands, but rather to continue to provide them on a month to month basis until new terms including, without limitation, new rates under an appropriate rate setting procedure (after the City's costs could be determined for operation under the new system) could be established.

This relationship has survived to the present day. The City and Bay Harbor Islands now wish to enter into a new agreement ("Agreement") for sewage conveyance for disposal services (hereinafter, the "Services"); particularly insofar as memorializing the method of compensation to be paid by Bay Harbor Islands to the City is concerned.

The Town of Bay Harbor Islands Town Manager signed the agreement on May 12, 2016.

CONCLUSION

The Administration recommends that the Mayor and City Commission adopt the Resolution.

Attachments: Town of Bay Harbor Islands Sewage Disposal Agreement

JM/MT/ETC/LLP/TEB

AGREEMENT BETWEEN THE CITY OF MIAMI BEACH, FLORIDA AND THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, TO PROVIDE SEWAGE CONVEYANCE SERVICES

THIS AGREEMENT is made and entered into this 5 day of July, 2016 (Effective Date), by and between the **City of Miami Beach, Florida** ("City"), and the **Town of Bay Harbor Islands** ("Town" or "Bay Harbor Islands").

WHEREAS, the City operates a sewage conveyance system (the City System) for the use and benefits of its inhabitants, and has also historically provided sewage conveyance for disposal services to the neighboring Town of Bay Harbor Islands; most recently, pursuant to an agreement entered into between the City and Bay Harbor Islands, dated November 17, 1971, and approved by the City pursuant to Resolution No. 13448 (the "1971 Agreement"); and

WHEREAS, on December 5, 1979, pursuant to Resolution No. 79-16117 (and in anticipation of the connection of the City System to the Virginia Key Treatment facility), the City exercised its right to terminate the 1971 Agreement; notwithstanding such termination, however, the City and Bay Harbor Islands' intent was not to discontinue the City's provision of the services to Bay Harbor Islands, but rather to continue to provide them on a month to month basis until new terms including, without limitation, new rates under an appropriate rate setting procedure (after the City's costs could be determined for operation under the new system) could be established; and

WHEREAS, the City and Bay Harbor Islands now wish to enter into a new agreement (Agreement) for sewage conveyance for disposal services (hereinafter, the "Services"); particularly insofar as memorializing the new rate of compensation to be paid by Bay Harbor Islands to the City is concerned.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the City and Bay Harbor Islands hereby agree as follows:

1. The City shall continue to provide the Services to Bay Harbor Islands, to the extent capacity is available, by means of an existing transmission main from Bay Harbor Islands to the City-owned meters located in the City owned parking lot at 72nd Street, located in the City of Miami Beach. The City shall not prohibit or cease to accept the flow of sewage or disrupt the Services without a minimum of 48 hours prior notice to the Town of Bay Harbor Island Director of Public Works or personal contact in the event of an emergency. The Interlocal Contract Between Miami-Dade County and City of Miami Beach, Florida, dated December 17, 2014, and approved and authorized by the City pursuant to Resolution No. 2014-28655, acknowledges that the sanitary sewage received by the County from the City flows from Bay Harbor Islands, in addition to the Village of Bal Harbour and Town of Surfside. Future flows (i.e. future capacity) from Bay Harbor Islands under this Agreement shall be determined in accordance with, and subject to, the Interlocal Agreement.
2. Notwithstanding the City's agreement to provide the Services, or any other term or condition of this Agreement, Bay Harbor Islands acknowledges that any obligation that the City has to render such Services to Bay Harbor Islands pursuant to this Agreement shall be limited to, subject and subordinate to, and conditioned upon any agreements, terms, covenants, conditions, and obligations between the City and Miami-Dade County, Florida (the County), whether existing as of the Effective Date or as may exist in the

future, pertaining to the County's responsibility to provide sewage disposal service to the City's existing sewer service area (which service area includes and takes into account the flow from Bay Harbor Islands), by means of the existing transmission main from the City to the County's Central District Wastewater Treatment Plant located on Virginia Key (where the combined flow is metered). Bay Harbor Islands further recognizes and acknowledges that the City's standards for the Services provided to Bay Harbor Islands pursuant to this Agreement are also limited to, subject and subordinate to, and conditioned upon any modification(s) as a result of (i) changes to the City's agreement with the County to provide sewage disposal services to the City; and/or (ii) changes to existing or future federal, State, County, and local laws, rules, and regulations.

3. Bay Harbor Islands agrees, and hereby warrants to the City, that it will abide by and be bound by all present and future federal, State, County, and City laws, standards, rules, regulations, permit conditions and other requirements related to sewer service. Bay Harbor Islands acknowledges that the responsibility of the City to provide the Services under this Agreement shall be limited to the flow from Bay Harbor Islands's existing sewer service area(s) (i.e. the flow existing as of the Effective Date of this Agreement).
4. Bay Harbor Islands further agrees and hereby warrants to the City that it shall operate and maintain its sewage collection system (hereinafter referred to as the Bay Harbor Islands System, and which system includes, without limitation, any and all transmission pipe lines, main pipe lines, force mains pumps, pumping stations, meters, and any and all other facilities and equipment appurtenant thereto), and any system extensions thereof, in accordance with the requirements of all applicable federal, State, County, and City laws, rules, regulations, and permit conditions. The operation and maintenance of the Bay Harbor Islands System shall be the sole responsibility and cost of Bay Harbor Islands. The City reserves the right to inspect the Bay Harbor Islands System, as deemed necessary by the City, in its sole discretion and judgment, but at no cost to Bay Harbor Islands, to verify that the Bay Harbor Islands System is being properly maintained and operated in accordance with the above standards and industry standards as outlined in *Wastewater Collection Systems Management*, WEF Manual of Practice No. FD-7, 2009; and *Recommended Standards for Wastewater Facilities*, Health Education Services (a Division of Health Research, Inc.), 2004. The City shall request permission from Bay Harbor Islands to inspect the Bay Harbor Islands System, which permission shall not be unreasonably withheld, conditioned, or delayed. The City shall request permission from Bay Harbor Islands three (3) business days prior to inspection of the Bay Harbor Islands System and shall allow Bay Harbor Islands' representation at City's inspections. Said inspections shall be made at reasonable times and in such manner so as to least disturb the Town of Bay Harbor Islands' normal operations.
5. Bay Harbor Islands shall not allow or permit construction or installation of any connections of stormwater mains which allow stormwater to enter the Bay Harbor Islands System. Upon notice or discovery of such interconnections, Bay Harbor Islands shall, at its sole cost and expense, immediately effectuate the lawful disconnection of such interconnections to the City's satisfaction and, at a minimum, in accordance with applicable federal, State, County, and City laws, regulations, and permit condition. Bay Harbor hereby agrees to pursue and maintain best efforts, on a regular timely basis, to reduce infiltration and inflow to comply with all local, State, and/or federal ordinances, laws and regulations regarding infiltration and inflow connection or reduction as now in

effect or as may be enacted in the future. Bay Harbor agrees that in the event any undue infiltration develops in the Bay Harbor Islands System, it shall make such repairs as may be required by the City in order to remedy such condition.

6. The quantity (i.e. the flow) of sewage handled by the City System for Bay Harbor Islands hereunder shall be measured prior to the entry point to the City System by City owned meters, or any subsequent replacement meters installed by the City, in its sole and reasonable discretion (hereinafter referred to individually as a "Meter" or collectively as the "Meters"). The Meter has been installed in a structure on 74th Street located within the City of Miami Beach. The City and Bay Harbor Islands shall have the right and opportunity to inspect the Meters. The City shall notify Bay Harbor Islands three (3) business days prior to inspection of the Meters and shall allow Bay Harbor Islands to attend the City's inspections. Said inspections shall be made at reasonable times and in such manner so as to least disturb the Town of Bay Harbor Islands' normal operations.
7. The City shall own, operate and maintain the Meters, at its sole cost and expense. The City shall also, at its sole expense, test the accuracy of each Meter, at a minimum, once every three (3) months, or at such other time intervals as it may deem appropriate. The City shall notify Bay Harbor Islands three (3) business days prior to testing of the Meters and shall allow Bay Harbor Islands' representation at City's testing. Said tests shall be made at reasonable times and in such manner so as to least disturb the Town of Bay Harbor Islands' normal operations. The City shall provide the results of the tests to Bay Harbor Islands no later than thirty (30) days after each meter is tested.
8. The Meters shall indicate flow with an error not to exceed plus or minus five percent (5%) of full scale reading (true accuracy). If found to be in error – i.e. anything exceeding five percent (5%) of true accuracy - the Meters shall be re-calibrated by the City. If such error of more than five percent (5%) is discovered, bills for the three (3) periods following the prior Meter accuracy test shall be adjusted to reflect the quantity of over-read or under-read flow. In calculating such billing adjustment, it will be assumed by the parties that the inaccuracy existed for the entire time interval between accuracy tests. The billing adjustment(s) shall be made at the same rate in effect during the time interval.
9. Bay Harbor Islands may request, and the City agrees to perform, additional Meter accuracy tests, upon reasonable notice to City and at a reasonable time acceptable to both parties. Said additional testing shall be completed at reasonable times. If the Meter(s) is (are) found to be in error exceeding five percent (5%) true accuracy, it shall be recalibrated by the City as described in the preceding Paragraph 8, and the entire cost for such testing and recalibration shall be paid for by the City. If the Meter(s) is (are) found performing within five percent (5%) true accuracy, the Meter accuracy test shall be paid by Bay Harbor Islands no later than thirty (30) days from receipt of an invoice from the City.
10. In the event of complete or partial failure of any Meter(s) to register, both parties shall mutually agree to establish consumption based on historic monthly average flows for the most recent wet or dry period as defined by the latest Miami-Dade County rate schedule in effect during the Term of this Agreement. The most recent actual readings for a period of three (3) consecutive months of a wet or dry period will be used to represent that corresponding period until the Meter(s) is (are) repaired. The Town of Bay Harbor

Islands maintains a flow meter at its Town Hall. Readings from this meter will be considered during periods when flow estimation is necessary. The City shall use reasonable commercial efforts to repair a failed Meter within sixty (60) days of a determination by the City that the Meter has completely or partially failed.

11. The City will be under no obligation at any time to perform any re-pumping of sewage delivered to the City System by Bay Harbor Islands.
12. Bay Harbor Islands agrees to pay to the City an amount, as determined by the City, to cover all costs associated with the sewage flow from the Bay Harbor Islands System, per 1,000 gallons of sewage passing through the City's System; which sum shall be payable monthly. The cost of service shall include direct costs of operation, maintenance, depreciation, debt service, and a one and a half percent (1.5%) administrative fee. The actual amount shall be calculated and presented in a written report to the City of Miami Beach Commission during its budget approval process, and approved by City Resolution; provided, however, that the City shall make reasonable commercial efforts to transmit the aforementioned written report to Bay Harbor Islands at least fourteen (14) calendar days prior to the date of the public meeting at which the written report is presented to the City Commission. The City shall make reasonable commercial efforts to transmit the proposed Resolution to Bay Harbor Islands at least fourteen (14) calendar days prior to the date of the City Commission meeting at which the proposed Resolution is presented to the City Commission. The adopted Resolution shall be transmitted to Bay Harbor Islands as written notice of change of cost of service with an effective date.
13. Billing for services provided in accordance with this Agreement shall be rendered monthly. Invoices will be mailed by the tenth (10th) day of the month following the month for which service has been provided, based on readings of the Meters taken by the City. Amounts billed on such invoices are due when rendered. In the event Bay Harbor Islands disputes a bill, Bay Harbor Islands shall provide the City with written notice of the reasons for non-payment within thirty (30) days of receipt of the bill, and shall escrow such portion of the bill that is disputed in an interest-bearing account. The parties shall promptly meet and use reasonable good faith efforts to resolve the dispute within forty-five (45) days of the City's receipt of Bay Harbor Islands' notice. Except for any portion of a bill disputed, payment not received by the City on or before twenty-five (25) days after the postmark date of the bill shall be considered past due. All past due invoices shall be subject to a late charge, as established by the City (such charge to reimburse the City for costs in processing and otherwise administering late payments). In addition, per annum interest shall accrue on the past due charges including the late charges at the maximum legal rate provided by Florida law for contracts in which no interest rate is specified, for each day, including Saturdays, Sundays and holidays, from the past due date until the date of receipt by the City. For purposes of this paragraph, date of receipt shall be the date of actual receipt by the City if hand delivered or mailed, or date of transfer to the City's bank, if electronic funds transfer is used.
14. Neither party shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by an event of *force majeure*, including, but not limited to, war, riots, natural catastrophe, or any other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence; provided that the party claiming the excused performance has

(i) promptly notified the other party of the occurrence and its estimated duration; (ii) promptly remedied or mitigated the effect of the occurrence to the extent possible; and (iii) resumed performance as soon as possible.

15. To the extent provided by Florida law, both parties mutually agree to indemnify, defend, and hold harmless each other and their respective officers, agents, contractors, and employees, from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by such officers, agents, contractors, or employees during the performance of the Agreement, except that neither party, nor its respective officers, agents, contractors, or employees, will be liable under this paragraph for damages arising out of injury or damage to persons or property directly caused by or resulting from the negligence of the other party, or any of its respective officers, agents, contractors, or employees, during the performance of this Agreement.

16. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof. Any and all suits brought by either party shall be instituted and maintained in any court of competent jurisdiction in Miami-Dade County, Florida. In all such suits, the prevailing party shall be entitled to receive reasonable costs and reasonable attorney's fees. City and Bay Harbor Islands waive any rights either party may have to a trial by jury in any civil litigation related to, or arising out of, this Agreement.

17. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, or express mail and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. Bay Harbor Islands shall have a continuing obligation to notify the City of the appropriate persons for notices to be sent pursuant to this Agreement. Unless otherwise notified in writing, notices shall be sent to the following addresses:

- If to the City:

Eric Carpenter, P.E., Director of Public Works
1700 Convention Center Drive, 4th Floor
Miami Beach, FL 33139

- If to Bay Harbor Islands:

Randy L. Daniel, P.E.
Town Engineer/Director of Public Works
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

18. The term of this Agreement (Term) shall be for an initial term of five (5) years, commencing upon execution by the parties hereto, as referenced by the Effective Date on page 1 hereof. This Agreement shall be automatically renewed for subsequent, consecutive terms of five (5) years each, subject to termination by either party, upon one hundred eighty (180) days written notice to the other.

Notwithstanding the preceding paragraph, should Bay Harbor Islands elect at any time during the Term of this Agreement to transmit all or a portion of its current sewage flow (as of the Effective Date), Bay Harbor Islands shall provide the City with written notice of such intent ninety (90) days prior to October 1st, so that the City may have time to adequately evaluate and plan its future capacity demands, in order to transmit same to the County as required under the Interlocal Agreement.

19. The City agrees that if, after the Effective Date of this Agreement, it enters into an agreement for the same or substantially similar scope of services with another local government in Florida, which contains terms or conditions pertaining only to fees, charges or costs, that are more favorable than the terms in this Agreement, Bay Harbor Islands may provide the City with written notice explaining how the new agreement is for the same or substantially similar services and how the new agreement contains terms or conditions pertaining only to fees, charges, or costs, that are more favorable than the terms in the Agreement, and requesting to negotiate an amendment to the Agreement (a "New Agreement Notice"). The parties shall act in good faith to negotiate an amendment to the Agreement that addresses, in a manner that is fair and equitable to both parties, the matters raised by Bay Harbor Islands in the New Agreement Notice. If the parties fail to reach agreement upon an amendment within ninety (90) days of the New Agreement Notice, then Bay Harbor Islands may terminate this Agreement without penalty or early termination fee, subject to the terms and conditions herein, by providing one hundred and eighty (180) days advance written notice to the City. Upon a termination pursuant to this section, the City shall have no further liability and/or obligation to Bay Harbor Islands.

20. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto. Changes and additions to this Agreement shall be directed by a written amendment signed by the duly authorized representatives of the City and Bay Harbor Islands. No alteration, change, or modification of the terms of this Agreement shall be valid unless amended in writing signed by both Parties.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the day and year first above written.

ATTEST:

Signature: _____

Name: Rafael Gonzalez

Title: City Clerk



CITY OF MIAMI BEACH, FLORIDA

Signature: _____

Name: Micky Steinberg

Title: Commissioner

Date: 7/5/16

ATTEST:

Signature: _____

Name: Marlene M. Siegel

Title: Town Clerk

TOWN OF BAY HARBOR ISLANDS

Signature: _____

Name: Gov. Vasser

Title: Town Mgr.

Date: 5/12/16

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

6

[Signature]
City Attorney

5-3-16
Date

[Signature]
HAB

DOMESTIC WASTEWATER DIS**ABNORMAL EVENT NOTIFICATION**

UTILITY NAME:

UTILITY INCIDENT TRACKING No.:

INCIDENT / REPORT VERSION No.:

LOCATION / ADDRESS OF The DISCHARGE:

LONGITUDE (X)

80.12111deg W

LATITUDE (Y)

DATE DISCHARGE STARTED:

4/25/2023

ESTIMATED TIME:

DATE DISCHARGE STOPPED:

ongoing

ESTIMATED TIME:

ESTIMATED QUANTITY OF SEWAGE RELEASED (Gal):

METHOD USED TO ESTIMATE DISCHARGE QUANTITY:

EMPLOYEE NAME REPORTING THE EVENT:

EMPLOYEE TITLE:

EMPLOYEE PHONE No.:

COPY OF AS-BUILT ATTACHED TO THIS REPORT:

IF NO, EXPLAIN WHY:

As-Builts have been requested to Town of Bay Harbor Island
See GIS image below with 16" forcemain**DISCHARGE INFORMATION**

PIPE DIAMETER (Inches):

PIPE MATERIAL:

DISCHARGE CAUSED BY PUMP STATION MALFUNCTION:

PUMP STATION BASIN ID / NAME:

TYPE OF WASTEWATER DISCHARGED:

FLOW PATH:

DISCHARGE (SSO) CAUSED BY:

ADDITIONAL DISCHARGE CAUSE (ROOT CAUSE):

F

ESTIMATE QUANTITY OF SPILL RECOVERED (Gals.): includes cleaning water note on column F

DISCHARGE WENT INTO SURFACE WATER (Y/N):

IF DISCHARGE INTO SURFACE WATERS, WATER BODY TYPE:

IF DISCHARGE INTO SURFACE WATERS, WATER BODY NAME:

DISCHARGE WENT INTO STORM SEWER:

IF DISCHARGE TO STORM SEWER, HOW MANY DRAINS IMPACTED:

DISTANCE FROM SPILL TO STORM DRAIN(S) (FT):

WEATHER CONDITIONS:

NOTIFICATIONS

PUBLIC NOTIFIED (YES/NO):

METHOD OF PUBLIC NOTIFICATION:

| |
|------------------------------|
| DATE PUBLIC NOTIFIED: |
| TIME PUBLIC NOTIFIED: |

Rev. 6/28/2021

| |
|-------------------------|
| ACTION(S) TAKEN: |
|-------------------------|

| | | |
|------------------------------------|-----------|-------------------------|
| ESTIMATE DATE ACTION TAKEN: | 4/25/2023 | ESTIMATED TIME : |
|------------------------------------|-----------|-------------------------|

| | |
|-----------------------------------|--|
| DESCRIBE ACTION(S) TAKEN : | |
|-----------------------------------|--|

Crews arrived at the location to find a small spill on the ROW by the manhole. Upon opening the manhole they found and concluded that it was groundwater overflowing from the manhole but upon further investigation on Wednesday April 26, 2023, Bay Harbor Island has been advised of the possible leak on their FM and they are investigating.

| |
|--|
| ACTIVE SPILL OBSERVED AT TIME OF DISCOVERY: |
|--|

| |
|---|
| DATE OF The LAST SSO AT THIS SAME POINT: |
|---|

| | | |
|-------------------------------|-----|----------------------------|
| SPILL CONTAINED (Y/N): | N/A | AREA CLEANED (Y/N): |
|-------------------------------|-----|----------------------------|

| | | |
|--------------------------------|--|--------------------------|
| METHOD OF DISINFECTION: | | AREA DISINFECTED: |
|--------------------------------|--|--------------------------|

| |
|--|
| STEPS TAKEN (OR TO BE TAKEN) to PREVENT / ELIMINATE REOCCURRENCE: |
|--|

Town of Bay Harbor Island is investigating and will follow up with repairs

| AGENCIES NOTIFIED | METHOD | NAME PERSON NOTIFIED |
|---|---------------|--|
| DEP - WARNING POINT | PHONE | operator |
| RER-DERM - COMPLAINT DESK | PHONE | operator 311 |
| WASD - ADM / MANAGEMENT STAFF | E-MAIL | Josenrique Cueto |
| DOH - NOTIFICATION GROUP | E-MAIL | Samir Elmir |
| EPA - NOTIFICATION GROUP | E-MAIL | Lisa M. Self |
| HMS - HAZARDOUS MATERIAL SUBCOMMITTEE GROUP | | NA |
| RER-DERM - NOTIFICATION GROUP | E-MAIL | Pam Sweeney, Valentina Caccia, Maurice Pierre, Oscar Aquirre, Carlos Hernandez |
| SFWM - NOTIFICATION GROUP | E-MAIL | Bryan Cowart and Cicilia Vitiello |

| | |
|---------------------------|--|
| FORM COMPLETED BY: | |
|---------------------------|--|

| | |
|---------------|--|
| TITLE: | |
|---------------|--|

| | |
|----------------------|--|
| PHONE NUMBER: | |
|----------------------|--|

If the SSO reached waters of the US or the State, or exceeded 1,000 gallons, or reasonably impacted or endangered the public health or the environment, a written report was also be sent to the FDEP (Y/N)

| |
|--|
| Describe SSO Impact on Public Health and Water Quality in the receiving water body: |
|--|

SSO reached 1 SW inlet about 20 feet from incident. Water quality sampling are being conduct
reached the body of water. Results will be submitted as they receive them from lab via email.

Rev. 6/28/2021

Rev. 6/28/2021

DEP WP # 2023-3431; **V1 (04/27/2023)**

At approximately 12:00 am on Tuesday (04/25/23) a report of an overflow at 78 ST & Collins Av Public Works Operations immediately deployed personnel to area to investigate and stop flow. owned and maintained by Town of Bay Harbor Island.

Crews arrived at the location to find a small spill on the ROW by the manhole. Upon opening th the manhole. At that time, it was concluded that it was groundwater overflowing from the mar we strongly believe this is likely tied to a leak in the ARV or FM.

Town of Bay Harbor Island has been advised of the possible leak on their FM and they have adv water samples from the incoming water, perform a leak detection at night to see if they hear a manhole is being coordinated.

Sampling activities will be performed by Town of Bay Harbor Island. The City has provided the 1 map, attached below. Actual sampling locations might differ per Town of Bay Harbor Island.

Water Advisory will be sent out late this evening, 04/27/2023.

DERM - Environmental Complaint Desk was notified yesterday (04/26/2023) & DEP State Warn (04/26/2023).

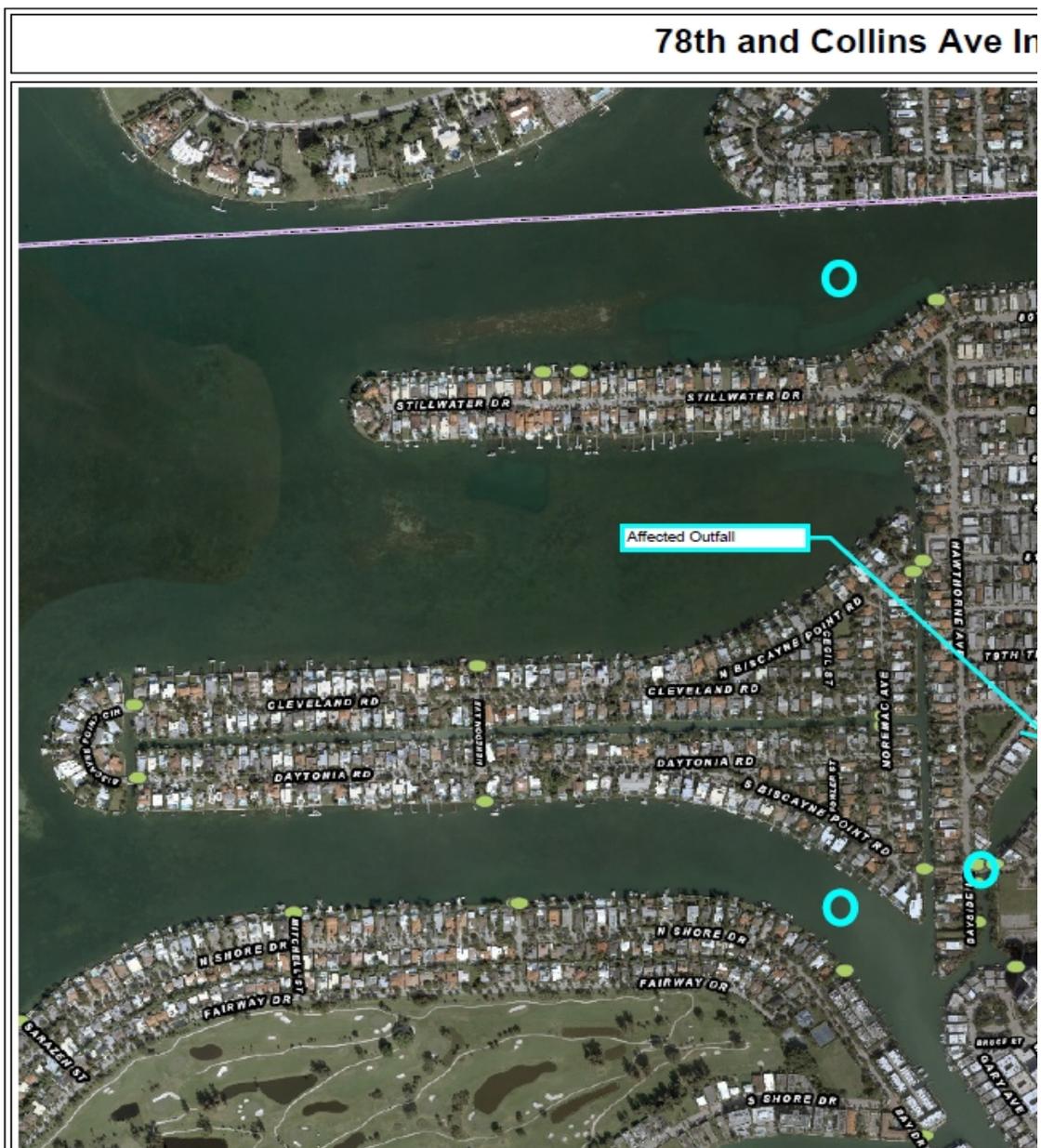
Rev. 6/28/2021

Location is in 78 ST & Collins Avenue





Suggested sample Map below by City of Miami Beach, actual location points might change per



DISCHARGE (2021-V1)

| |
|---|
| City of Miami Beach/ PWS ID: FL 4130901 |
| SWH - 2023-3431 |
| V1 |
| 78 ST & Collins Avenue |
| 25.86326deg N |
| 12:00am |
| ongoing |
| Pending |
| Karen Barrios |
| Project Engineer |
| 305 673 7080 |
| NO |

| |
|----------------|
| 16 |
| Cast Iron Pipe |
| NO |
| 23A |
| RAW SEWAGE |
| SOUTH |
| OTHER |

EM or ARV, Bay Harbor Island is investigating

| |
|--------------|
| N/A |
| YES |
| CANAL |
| Biscayne Bay |
| YES |
| 1 |
| 20 |
| CLOUDY |

| |
|---|
| YES |
| Email with A "No Contact with Water" advisory |

| |
|--|
| 04/27/2023, A "No Contact with Water" Advisory |
| evening of 04/27/2023 |

Page 1 of 3

| |
|---------|
| |
| 12:00am |

id levels to the rim and therefore dewatered the manhole. At that time, it was
ril 26, 2023, we strongly believe this is likely tied to a leak in the ARV or FM. Town of

| |
|-----|
| YES |
| N/A |
| NO |
| NO |
| |
| |

| <i>DATE & TIME</i> |
|-------------------------------|
| 04/26/2023, 4:50pm approx |
| 04/26/2023, 4:44pm approx |
| 04/27/2023, 4:30pm approx |

| |
|------------------|
| Karen Barrios |
| Project Engineer |
| 305 673 7080 |
| N/A |

ted by Town of Bay Harbor Island to confirm if the discharged

venue was received by a stakeholder.

. The 16" cast iron FM is within City of Miami Beach limits but is

ne manhole they found levels to the rim and therefore dewatered
nhole but upon further investigation on Wednesday April 26, 2023,

vised us that they will be pumping down the ARV manhole, taking
in active leak around the manhole, and rehabbing and lining of the

Town of Bay Harbor Island with a recommended Sample location

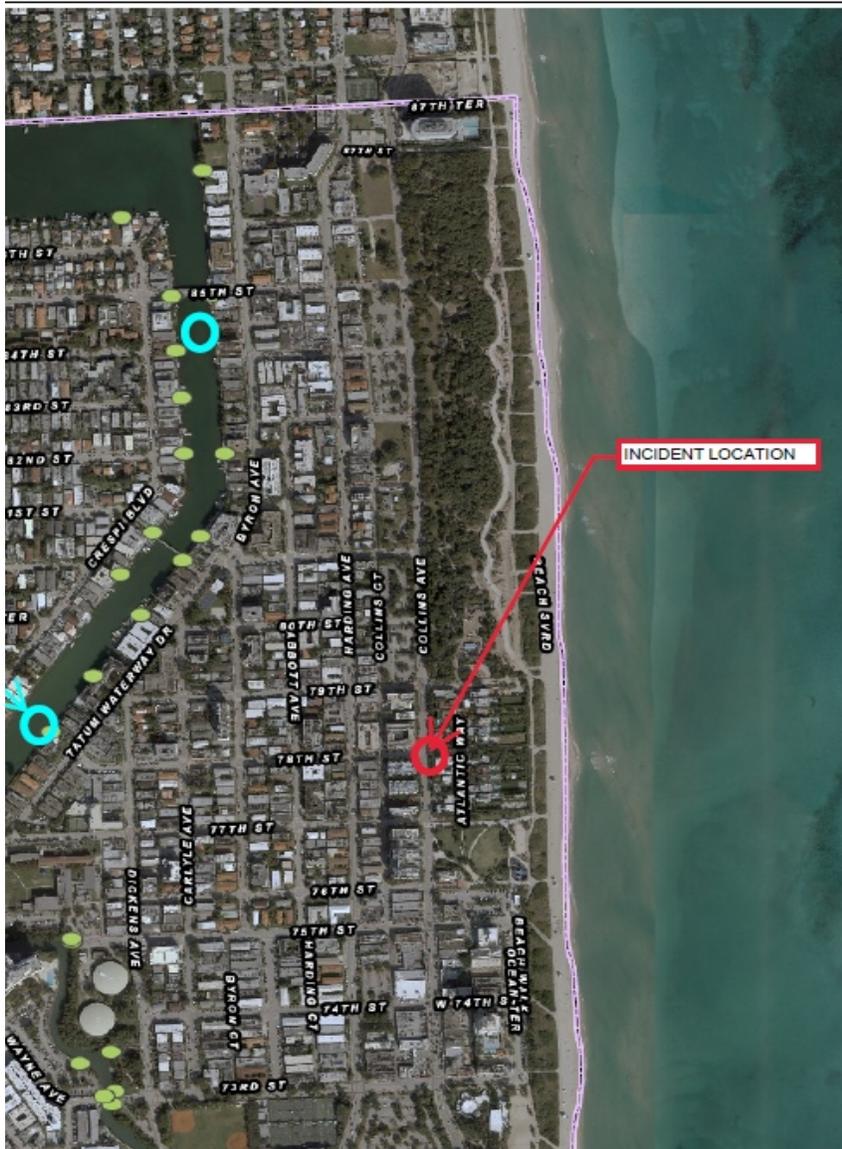
ing Point Hotline number SWPH #2023-3431 was notified yesterday





Bay Harbor Island

Incident Sample Map (Suggestion)



- Legend
- Municipal Boundary
 - Street Labels
 - Storm Outfall
 - SSO Location
 - Sample Locations

| |
|--------------------|
| |
| RAW SEWAGE |
| SECONDARY EFFLUENT |
| REUSE |
| OTHER |

| |
|-------|
| |
| NORTH |
| EAST |
| WEST |
| SOUTH |

| |
|---------------------|
| |
| AIR RELEASE VALVE |
| CONTRACTOR INVOLVED |
| BROKEN FM |
| GREASE |
| COLLAPSED PIPE |
| OTHER |

| |
|---------------------|
| CANAL |
| RIVER |
| LAKE |
| OCEAN/INTRA-COASTAL |
| OTHER |

| |
|---------------|
| |
| SUNNY & CLEAR |
| CLOUDY |
| MOSTLY CLOUDY |
| RAINY |
| THUNDERSTORM |
| OVERCAST |

| |
|-----|
| |
| YES |
| NO |
| N/A |

| |
|-----|
| YES |
| NO |

| |
|------------|
| |
| CHLORINE |
| LIME |
| WATER DOWN |
| OTHER |

Apr 25, 2023 at 1:42:03 AM



AGENDA ITEM REPORT
May 10, 2023

ITEM NUMBER: 14.

ITEM: Consideration and Approval of an ordinance on Second Reading amending Chapter 5, Article II of the Town Code, by revising section 5-29 and creating a new section to be numbered 5-30 entitled "Additional requirements and procedures for site development approvals." Enclosed is a copy of the proposed ordinance.

DESCRIPTION:

At the April 10, 2023 meeting, the Town Council received input relative to not duplicating requirements on public notices for site development approvals. Based on the input and confirmation by the Town Council, staff updated the enclosed ordinance by combining the proposed notice of a community meeting into the mail notice provision under Section 5-29(3)(a). The added revisions are shown in text highlighted in yellow.

At the April 10, 2023 Regular Council Meeting the ordinance passed unanimously on First Reading.

RECOMMENDED ACTION:

Council's Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

| | |
|----|--|
| 1. | Chapter 5- Article II -Supplemental Regulations for Site Plan Development Approvals - 04-19-2023 |
|----|--|

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA; AMENDING CHAPTER 5, ARTICLE II TITLED “DESIGN REVIEW BOARD,” BY REVISING SECTION 5-29, NOTICE PROCEDURES FOR SITE DEVELOPMENT APPROVALS, AND CREATING A NEW SECTION 5-30 TITLED ADDITIONAL REQUIREMENTS AND PROCEDURES FOR SITE DEVELOPMENT PLAN APPROVALS; PROVIDING FOR INCORPORATION OF RECITALS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council periodically studies various land development trends and issues and amends the Town’s Land Development Regulations accordingly;

WHEREAS, the Town Council has studied the current Buildings and Construction Code provisions of the Town and find that certain modifications are necessary and desirable to address the needs of the community while restoring confidence in the development approval process, by providing supplemental regulations to improve development review and public participation; and

WHEREAS, the Town Council finds this Ordinance is consistent with the Town’s adopted Comprehensive Plan and is necessary for the preservation of the public health, safety and welfare of the Town’s residents; and

WHEREAS, the Town Council held duly advertised public meetings to consider the proposed modifications to the Town’s Land Development Regulations.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA as follows:

Section 1: The foregoing recitals are adopted and hereby incorporated as if fully set forth herein.

Strike-Through = Delete / Underline = New Text

Section 2: That the Town of Bay Harbor Islands Buildings and Construction Chapter of the Code of Ordinances is hereby amended to (1) revise Section 5-29(3)(a) to establish additional requirements for a mail notice; (2) add a new Section 5-30 to include a purpose and summary set forth in 5-30(1); (3) to establish additional requirements and procedures for site development plan review and approvals set forth in 5-30(2) and 5-30(3); and (3) to establish recovery costs incurred pursuant to any of the provisions of this section set forth in 5-30(4), as more fully set forth in the attached Exhibit "A", and by reference are made a part hereof.

Section 3: That if any section, paragraph, sentence or word or portion of this Ordinance or the application thereof to any person or circumstance is held invalid, that the invalidity shall not affect the other sections, paragraphs, sentences, words or application of this Ordinance.

Section 4: That it is the intention of the Town Council of the Town of Bay Harbor Islands, and it is therefore ordained, that the provisions of the Ordinance shall become and be made a part of the Town of Bay Harbor Islands' Code of Ordinances, that sections of this Ordinance may be re-numbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 5: That all Ordinances, parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 6: That this Ordinance shall be in full force and take effect immediately upon its passage and adoption.

PASSED on First Reading this 10th day of April 2023.

Strike-Through = Delete / Underline = New Text

PASSED on Second Reading this ____ day of _____, 2023.

ELIZABETH TRICOCHÉ
MAYOR

ATTEST:

YVONNE P. HAMILTON, CMC
TOWN CLERK

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

GREENSPOON MARDER, LLP
TOWN ATTORNEYS
BY: JOSEPH S. GELLER, ESQ.

EXHIBIT “A”

**The Town of Bay Harbor Islands, Florida Code of Ordinances
is hereby amended as follows:**

CHAPTER 5

BUILDINGS AND CONSTRUCTION

ARTICLE II. DESIGN REVIEW BOARD

Sec. 5-29. - Notice procedures for site development plan approvals.

- (1) *Intent.* It is the intent of this section to provide the citizens of the Town of Bay Harbor Islands with notice of pending land development applications and those town meetings at which approvals will be considered to encourage public participation in the decision-making process, within the requirements of general law and the Florida Statutes.

* * *

- (3) *Types of public notice for site development plans.* The types of public notice are as follows:
- (a) *Mail notice.* Mail notice shall consist of mailing a notice of the public meeting(s) to each real property owner within 375 feet of the subject property as each is listed in the latest ad valorem tax records of Miami-Dade County. Mail notice may be provided through one of the following:
1. Bulk mail.

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2. First class mail.
3. Certified mail, return receipt requested.

The mail notice shall include the following information:

1. The subject parcel.
2. The time, date, and location of the public hearing for the design review board and/or town council.
3. A summary of the proposal with a picture of a color rendering of the project and an area map, indicating the location of the affected property.
4. Contact information including the name, address, and telephone number of the applicant where additional information can be obtained.
5. Notice of a Community Meeting consistent with all the procedures shown herein under Sec. 5-30(3)(a), may be provided.

The applicant shall be responsible for postage, envelopes, and mailing labels.

- (b) *Posting.* Posting of the subject property shall consist of a sign to be posted on such land, which sign shall comply with the standard size and content required by Florida Statutes and/or adopted by the town, shall be of a color distinguishable from the surrounding landscape, and shall contain notice of the public hearing.
- (c) *Additional and optional notice.* The design review board or the town council may direct that additional and optional notice be given as they may deem as proper for the circumstances involved for the particular hearing, but such additional notice shall not be deemed as legally required.

Sec. 5-30. - Additional requirements and procedures for site development plan approvals.

- (1) *Purpose and summary.* The purpose of this section is to provide supplemental procedures that are necessary to restore and instill confidence in the development approval process and to confirm that adverse effects of new construction are adequately evaluated for property owners and residents of the town. The provisions of this section shall become effective upon adoption of this ordinance.
- (2) *Preapplication conference.* The Town Manager or designee shall, upon request of the applicant, schedule and hold a preapplication conference, not

intended in lieu of a regular meeting of the development review committee, for the purpose of reviewing the proposed site development with staff, based on forms provided by the Town Manager or designee, prior to the formal submission of an application for development approval, upon paying the appropriate fee as set by the Town's Fee Schedule as amended. The form shall be signed by the current owner or owners of the properties to be developed and the name, signature, address, telephone number of the developer's or owner's representative who shall be contacted regarding processing of the request. Formal application or filing of an application and plans with the town is not required for the preapplication conference. Failure of staff to identify any requirements at a preapplication conference shall not constitute waiver of the requirement by the decision-making body.

- (3) Public participation process. In addition to the notice procedures for site development plan approval set forth in Sec. 5-29, or any other legally required notice by state statute, these supplemental requirements are intended to ensure that any party which may be affected by a development application is duly notified and afforded the ability to review submitted information and participate in the town's development procedures. All applications for site development approval requiring Design Review Board and/or Town Council approval, shall adhere to the following supplemental procedures herein established:

~~(a) Notification letter.~~ A notification letter to properties or any party entitled to receive public notice pursuant to Sec. 5-29 of this Code, clearly identifying the subject parcel, providing a summary of the proposal, and providing contact information of the applicant.

~~(b)~~ (a) Community meeting. At a minimum, one (1) in-person community meeting shall be conducted at the applicant's expense in a publicly accessible meeting location acceptable to the town, at least 14 days prior to the first scheduled public hearing or DRB meeting. The applicant shall prepare a presentation for the meeting summarizing the proposed development and shall document the proceedings or and community input to the town. Notice of the community meeting shall be provided as follows:

1. By publishing the meeting on the town website; and
2. By posting on the property and otherwise promoting the event in advance of the community meeting; or

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3. By providing written notice to every property owner entitled to receive mail notice pursuant to Sec. 5-29(3)(a), which may be included with the mail notice under that section. If submitted separately, the notice of the community meeting shall be subject to Sec. 5-29(3)(a).
- (4) Recovery of cost.
 - (a) All costs incurred by the town pursuant to any of the provisions of this section shall be recovered in accordance with the Building Fee Schedule as approved by the Town Council.

AGENDA ITEM REPORT
May 10, 2023

ITEM NUMBER: 15.

ITEM: Consideration and Approval of an ordinance on Second Reading amending Chapter 23, Article 1, Sections 23-12 and 23-19 of the Town Code relative to buildings and structures projecting onto yard setbacks for interior and waterfront lots on the West Island. Enclosed is a copy of the proposed ordinance.

DESCRIPTION:

On April 10th, 2023, the Town Council reviewed and approved this ordinance on First Reading, received input from interested members of the public, and directed staff to further refine provisions within the Code to ensure consistency as to not allowing any projections onto yard setbacks for waterfront and interior lots on the West Island. The added revisions are shown in text highlighted in yellow.

While the ordinance on second reading was being prepared, questions arose about the viability of the proposed amendments to the Code. What impact these Code provisions, as amended, may have on the quality of the overall architectural design of home sites? Which provisions (i.e., location, size, and height) would make accessory structures interfere less with the view or the light of neighbors? Should other sections of the Code such as Definitions and Permitted Uses in the RD-Single Family zoning district be revised to ensure effective compliance with the purpose and intention of this ordinance?

Should the Town Council move to approve this ordinance on Second Reading, staff recommend taking the necessary steps to have appropriate rules and regulations in place for accessory detached buildings and structures such as gazebos, cabanas, pergolas, greenhouses, etc., particularly as to location, square footage, and maximum height.

At the April 10, 2023 Regular Council Meeting the ordinance passed unanimously on First Reading.

RECOMMENDED ACTION:

Council's Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

| |
|---|
| 1. BHI- Ordinance(3)- Amendments to Section 23-12 - General Provisions 04-27-2023 |
|---|

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA; AMENDING CHAPTER 23, ARTICLE I, SECTION 23-12 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "GENERAL PROVISIONS," TO MODIFY PROVISIONS OF SECTIONS 23-12 (15) AND (19) RELATED TO BUILDINGS AND STRUCTURES PROJECTING INTO YARD SETBACKS OF INTERIOR AND WATERFRONT LOTS ON THE WEST ISLAND; PROVIDING FOR ADOPTION OF RECITALS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council periodically studies various land development trends and issues and amends the Town's Land Development Regulations accordingly;

WHEREAS, the Town Council has studied the current Zoning Regulations Code provisions of the Town and find that certain modifications are necessary and desirable to address the needs of the community, for development review purposes and for consistency and correctness; and

WHEREAS, the Town Council has heard testimony from residents in support of such amendments; and

WHEREAS, the Town Council finds this Ordinance is consistent with the Town's adopted Comprehensive Plan and is necessary for the preservation of the public health, safety and welfare of the Town's residents; and

WHEREAS, the Town Council held duly advertised public meetings to consider the proposed modifications to the Town's Land Development Regulations.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA as follows:

Section 1: The foregoing recitals are adopted and hereby incorporated as if fully set forth herein.

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Section 2: That the Town of Bay Harbor Islands Zoning and Planning Chapter of the Code of Ordinances is hereby amended to (1) modify Section 23-12(15)(a) - to exclude a balcony, and an exit staircase from projecting onto the front and rear yard setback in interior lots and waterfront lots, (2) modify Section 23-12(15)(e) - to exclude certain open, airy and decorative structures such as freestanding canopies and awnings, thatched huts, pool cabanas, fixed umbrellas and gazebos from projecting into the rear and side yard setback areas, and (3) modify Section 23-19 to exclude awnings or canopies extend into any rear yard setbacks, as more fully set forth in the attached Exhibit "A", and by reference are made a part hereof.

Section 3: That if any section, paragraph, sentence or word or portion of this Ordinance or the application thereof to any person or circumstance is held invalid, that the invalidity shall not affect the other sections, paragraphs, sentences, words or application of this Ordinance.

Section 4: That it is the intention of the Town Council of the Town of Bay Harbor Islands, and it is therefore ordained, that the provisions of the Ordinance shall become and be made a part of the Town of Bay Harbor Islands' Code of Ordinances, that sections of this Ordinance may be re-numbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 5: That all Ordinances, parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 6: That this Ordinance shall be in full force and take effect immediately upon its passage and adoption.

PASSED on First Reading this 10th day of April, 2023.

PASSED on Second Reading this ___ day of _____, 2023.

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ELIZABETH TRICOCHE
MAYOR

ATTEST:

YVONNE P. HAMILTON, CMC
TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

GREENSPOON MARDER, LLP
TOWN ATTORNEYS
BY: JOSEPH S. GELLER, ESQ.

EXHIBIT "A"

The Town of Bay Harbor Islands, Florida Code of Ordinances is hereby amended as follows:

CHAPTER 23

ZONING AND PLANNING

ARTICLE I. – ZONING REGULATIONS

Sec. 23-12. – General provisions.

* * *

(15) Projections into setback areas:

(a) Notwithstanding anything to the contrary set forth in this subsection the following are permitted:

- i. ~~On the West Island in waterfront homes, balconies having accessibility from within the building may project into the front yard setback areas not more than four feet; provided there shall be not less than eight feet clear headroom under such projection and providing that such balconies shall not be screened, shuttered or enclosed in any fashion.~~
- ii. ~~On the Worst Island in waterfront homes which have a second story with an area of over 2,500 square feet, an exit staircase may project from the second story into the front yard setback area not more than four feet.~~
- iii. ~~On homes on the West Island which are on interior lots, which have a second story with an area over 1,500 square feet, an exit staircase may project from the second story into the rear yard setback area. not to exceed four feet. In the RD-Single Family district, no part of any building or structure shall project into the side or rear yard setback, except for fences or walls, screen enclosures, and eaves, roof overhangs, chimneys, planting bins, trellis, and architectural features in accordance with this subsection and/or as provided in section 5-23 of the Town Code.~~
- iv. ~~None of the foregoing subsections i., ii. or iii. shall permit any portion of the balconies or staircases to project into any side yard setback.~~

* * *

- (e) No main walls of any building shall encroach on setback areas; but eaves may project into setback areas which abut interior lot lines not more than three feet, and into setback areas which abut on street, alleys or waterways not more than four feet. Other architectural features and accessory structures shall be regulated as follows:
- i. ~~Chimneys may project into setback areas a distance not to exceed two feet. The width of the projecting chimney shall not exceed six feet.~~
 - ii. ~~Planting bins on ground floor no higher than three feet will be permitted to project into setback areas. Such planting bins no higher than three feet, may project into the side yard setback areas to a point no closer than five feet from the lot line; and they may project into the front and rear setback areas a distance of not more than five feet.~~
 - iii. ~~Notwithstanding the provisions of subsection (19), certain open, airy and decorative structures such as freestanding canopies and awnings, thatched huts, pool cabanas, fixed umbrellas and gazebos may project into the rear and side yard setback areas. (or into the front and side yard setback areas of waterfront lots). to a point no closer than five feet from the lot line or the seawall for waterfront lots, subject to written approval by the Design Review Board as required in accordance with the criteria and procedures set forth in section 5-23 of the Code and subsections thereto. Notwithstanding the foregoing, no such open, airy and decorative structure shall be installed or maintained which protrudes or extends beyond the imaginary extension of a line from the front wall of any building or structure to the side yard property line of said building or structure.~~ No part of any building or structure shall project into the side or rear yard setback area of interior or waterfront lots on homes on the West Island, except for fences or walls, screen enclosures, and eaves, roof overhangs, chimneys, planting bins, trellis, and architectural features in accordance with this subsection and/or as provided in subsection (19) and in section 5-23 of the Town Code.
 - iv. A trellis shall be defined as an open, airy structure of thin wooden or metal strips crossing each other in an open pattern of squares, diamonds, etc., such as a lattice, on which vines or other creeping plants are growing, so as to cover and camouflage in whole or part, the

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trellis. Structures meeting this definition may project in the rear and side yard setback areas (or into the front and side yard setback areas of waterfront lots) to the lot line or seawall for waterfront lots, in accordance with the criteria and procedures set forth in [section 5-23](#) of the Code and subsections thereto.

~~v. Architectural features such as canopies attached to structures, planting bins, decorative balconies, oriel windows and cornices, may project into setback areas which abut interior lot lines not more than two feet and into setback areas which abut on streets, alleys, or waterways not to exceed four feet; provided that there shall be no less than eight feet clear headroom under such projection. No decorative balcony may be enclosed or screened if it projects into the setback areas as above described, nor shall such balcony have any means of access from the building to which it is attached.~~

* * *

(g) Swimming pools, hot tubs, Jacuzzi, or spas may be constructed on any waterfront or nonwaterfront lot with following restrictions:

* * *

(h) Air conditioning equipment and duct work may be installed in the side yard setback areas with the following restrictions:

* * *

(19) No awning or canopy shall be erected on any land or building in the Town of Bay Harbor Islands without prior approval of the town manager of the town. No awning or canopy shall be erected in any side yard setback. ~~No awning or canopy shall be erected in any front yard setback except in waterfront lots. No awning or canopy shall extend more than five feet into the front yard setback area in waterfront lots.~~ No awning or canopy shall extend more than five feet into any rear yard setback area. No awning or canopy made of canvas shall be erected on any land or building in the town as a carport or shelter for parked vehicles.

* * *

(22) Walls and fences. The following provisions apply to the design, installation, location and maintenance of walls and fences:

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AGENDA ITEM REPORT

May 10, 2023

ITEM NUMBER: 16.

ITEM: Request for approval of the location of a temporary Sales Gallery to be located in the Common Space of the Belmont Condominium at 10101 East Bay Harbor Drive, immediately south of the property; or at the property in a unique dome structure out near the water's edge. Enclosed are the application materials.

DESCRIPTION:

Section 23-4(7) of the Town Code regulates this use as follows:

"Temporary sales and business offices, construction trailers, and model dwelling units, but only in connection with the construction of dwelling units, and upon specific approval and permit of the town council, including but not limited to such time limits and other any other conditions as may be imposed by the town council at its discretion."

If approved by the Town Council, a Business Tax Receipt will be issued by the Building Department.

10141-43 EBHD Bay Harbor Towers – This site has been used for the 3-story/30 DU original BH Towers for decades. The Design Review Board approved a Site Development Plan on 12/06/22 for a 44 DU complex (14 TDRs required – no applications made to date). The former complex was recently demolished. The applicant's request has 2 options – (1) use a ground floor assembly room space in the adjoining Belmont MFR complex, or (2) construct a prefab domed glass structure on the subject site near the seawall. An on-site temporary parking lot would be built on the south side of the subject site and removed when the project was built. The documents submitted set forth their reasons for the request. There is no criteria in the Code to govern such requests, but we typically make them at least meet setbacks – the dome would not meet the rear 20' setback.

RECOMMENDED ACTION:

Council's Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

| | |
|----|--|
| 1. | Letter of Intent -- Sales Gallery for PPG BHT 10143 EBHD 4.25.23 |
| 2. | PPG BHT Sales Gallery Presentation 4.25.23 |
| 3. | Bay Harbor Towers Approved Project Documents 12.12.2022 |



200 S. Biscayne Boulevard
Suite 300, Miami, FL 33131

www.brzoninglaw.com

305.377.6236 office

305.377.6222 fax

mamster@brzoninglaw.com

VIA ELECTRONIC MAIL

April 25, 2023

Maria Lasday, Town Manager
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

RE: Request for Sales Gallery for Bay Harbor Towers Project

Dear Ms. Lasday,

Our client, PPG BHT Owner, LLC (the "Applicant"), is the owner and developer of "Bay Harbor Towers," a 44-unit 7-story mixed-use development (the "Project") located at 10143 East Bay Harbor Drive (the "Property"). The Design Review Board approved the Project on December 6, 2022. Please consider this letter as the Applicant's request for the Town Council's approval, pursuant to Section 23-5(14) of the Town Code, for a temporary sales gallery to be located either: (1) within the common space of the Belmont Condominium located at 10101 East Bay Harbor Drive, which is immediately south of the Property; or (2) at the Property in a unique, rigid dome structure out near the water's edge. Please see the presentation included with the application materials for more details on both proposals.

For both proposals, the Applicant will provide high-quality spaces, as well as beautify the area with appropriate landscaping. Parking will be provided on the Property at the south side for easy access to either location as well as to alleviate any use of existing on-street parking. After necessary build-out/installation, we expect the gallery will operate for approximately eighteen (18) months.

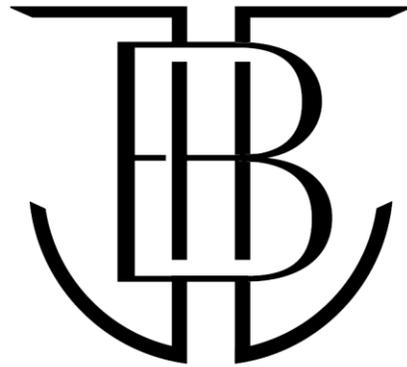
The Applicant is presently working on the building permit and moving forward as quickly as possible. We are excited to be bringing a first-class development to the Town and having the sales gallery is critical to make the Project a success.

Conclusion. We respectfully request approval by the Town Council for the temporary sales gallery in conjunction with the Project. If you need any additional information, please let me know, I can be reached at (305) 377-6236.

Sincerely,

A handwritten signature in blue ink, appearing to read "Matthew Amster", with a long horizontal line extending to the right.

Matthew Amster



BAY HARBOR
TOWERS

Sales Gallery Proposals

Dear Town Council Members,

We are pleased to submit our proposal with two sales gallery options. We are confident that our proposal will bring great benefits to The Town of Bay Harbor Islands.

The Belmont Condominium proposal entails a complete remodeling of the existing party room in The Belmont Condominium to a 5-star luxury standard, at no cost to the unit owners. In addition, we will pay monthly rent to the condominium, which will provide a new revenue stream for the community and potentially ease financial burdens on unit owners. We are confident that our proposal will bring great benefits to both The Belmont Condominium and our new development.

The second option consists of a luxury “bubble structure” on the development property located at 10141-43 E Bay Harbor Dr. The structure will be used to showcase our project.

We appreciate your time and consideration and look forward to discussing at the May 10th Council Meeting.

Sincerely,

PPG BHT Owner LLC



Proposal 1

The Belmont Condominium Sales Gallery



Belmont Condominium Sales Gallery

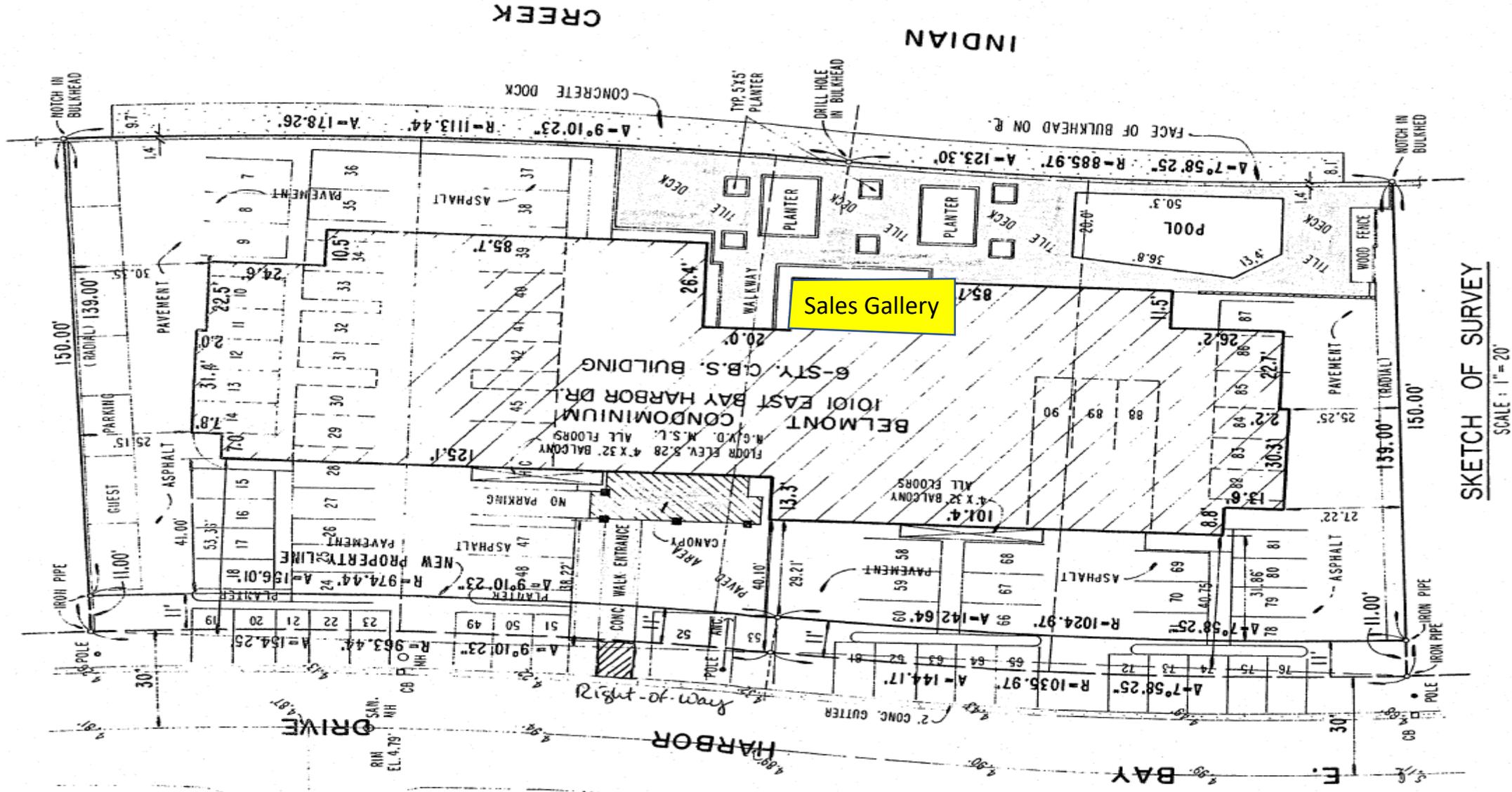
- ❖ We've been in contact with The Belmont Condominium Association board regarding leasing approximately 800 SF of the residents lounge located on the ground floor of this condominium for a period of 18 months. The address is 10101 E Bay Harbor Dr. Bay Harbor Islands, FL 33154
- ❖ Complete remodeling of the existing residents lounge in The Belmont Condominium to a 5-star luxury standard, at no cost to the unit owners.
- ❖ The board has shown positive interest. We have submitted an LOI, pending the Town Council's approved.
- ❖ We will provide a new revenue stream for the community and potentially ease financial burdens on unit owners.



Site Plan Visual



Location of Sales Gallery



SKETCH OF SURVEY

SCALE: 1"=20'

Condominium Benefits

- ❖ Revenue Generation for The Belmont Condominium
- ❖ No Special Assessments for this Renovation
- ❖ Free Renovation from Top Developer and Designer
- ❖ Revenue can be used towards reserves for future special assessments.
- ❖ Newly designed space by one of the top interior designers in the world, Interiors by Steven G.



Example of Sales Lounge



Interior Designer Overview

Interiors by STEVEN G. INC.



Interiors by Steven G. is one of the country's fastest-growing, most sought-after luxury interior design firms, establishing a name among renowned developers, Fortune 500 companies, prominent real estate firms, residential homeowners, and professional athletes.

Located in Pompano Beach, FL, Founder & President Steven G. leads a team of over 85 professionals at its 110,000-square-foot showroom, designing projects ranging from private residential homes, restaurants, hotels, and commercial offices to condominium renovations.

With nearly 40 years of luxury interior design experience, what sets Interiors by Steven G. apart from other luxury interior design firms is the broad range of professional services they

provide and its full-service, in-house design team consisting of licensed interior designers & LEED accredited professionals fluent in several languages, design renderers, an AutoCAD and in-house marketing department, and a complete warehouse team delivering installations on their fleet of trucks. There is unparalleled attention to every detail, from design projects to AutoCAD plans to scale, digital renderings, procurement, total installation, and labor.

Interiors by Steven G. is a recipient of numerous design awards, a member of the American Society of Interior Designers, National Home Builders Association, Gold Coast Builders Association, Builders Association of South Florida, Society for Human Resource Management, and the U.S. Green Building Council.



BAY HARBOR
TOWERS

Landscape Architect Overview

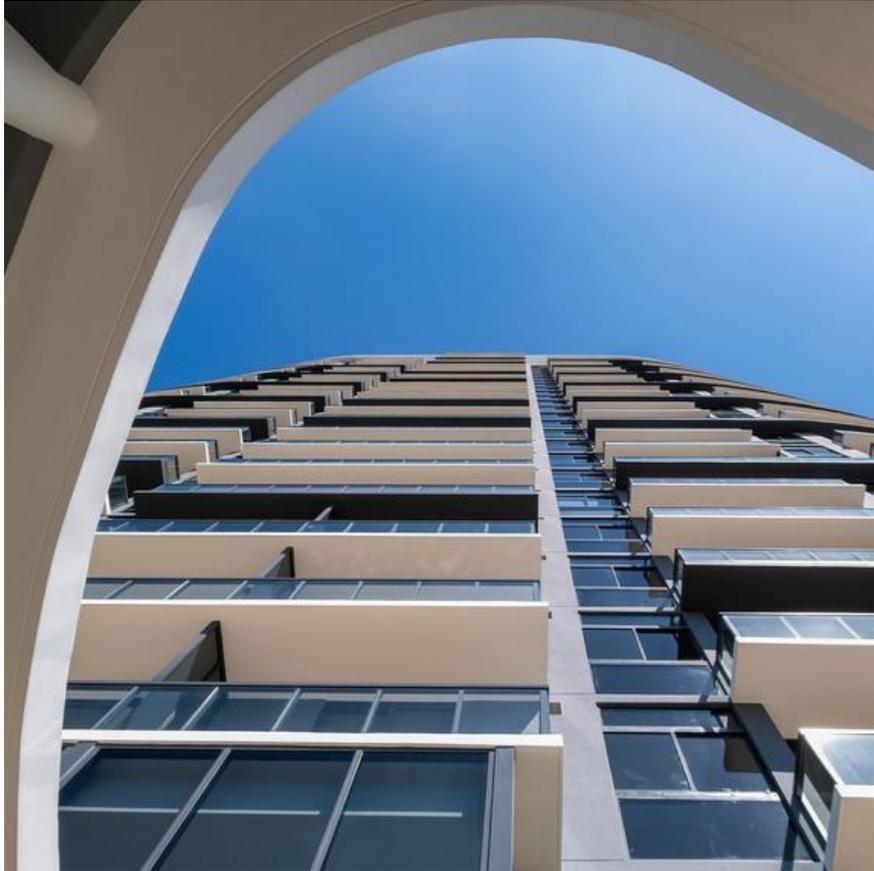


Carolina Monteiro

RLA, ASLA, Principal

Carolina Monteiro is well known for her attention to detail and perfectionism. Having been raised by an architect father and landscape architect mother, Carolina followed their lead and was trained as an architect in São Paulo, Brazil where she lived until 2004, when she moved to Europe to launch her international career. The following year, Carolina moved to the USA, completed her Master's in Landscape Architecture, and led an internationally known landscape architecture firm until 2017, when she founded CLAD. Since conception, CLAD has designed over 150 gardens, over half of which have already been successfully executed.

Developer Overview



PPG Development led and founded by industry veteran, Ari Pearl, is one of South Florida's leading real estate developers with over 20 years of experience changing the South Florida landscape. The company primarily focuses on building and managing high-end residential and hospitality projects in prime locations.

PPG Development has unique expertise in developing golf courses, and the company's team leverages decades of experience in all aspects of real estate development to ensure timely and efficient delivery. The company's portfolio includes over 2,500 residential units and a collection of luxury hospitality projects throughout South Florida. From acquisitions and financing to construction and operations, the PPG team oversees every aspect of a project from beginning to end. PPG Development is committed to building for the community and redefining the connections between living and recreation, creating a comprehensive recreational experience for its residents and guests



BAY HARBOR
TOWERS

Operating Hours & Management

- The Sales lounge will be open 10:00am – 6:00pm daily.
- Path and Landscape will be designed by landscape design architect, Carolina Monteiro from Clad Design. She has designed the landscape for our development and is familiar with the landscape in Bay Harbor Islands. Path and Landscape will be maintained by the developer.
- The Site will be managed by our in-house management team
- Fortune International Sales team of 2-4 sales people will be on-site completing tours.

Security & Parking

- Security will be managed by The Belmont Condominium Association. The property has front desk staff that protects entry ways.
- Surveillance infrastructure, including cameras and alarms exist in The Belmont Condominium.
- Parking spaces will be created on our development site instead of street parking to ensure Town of Bay Harbor Residents have ample parking spaces.



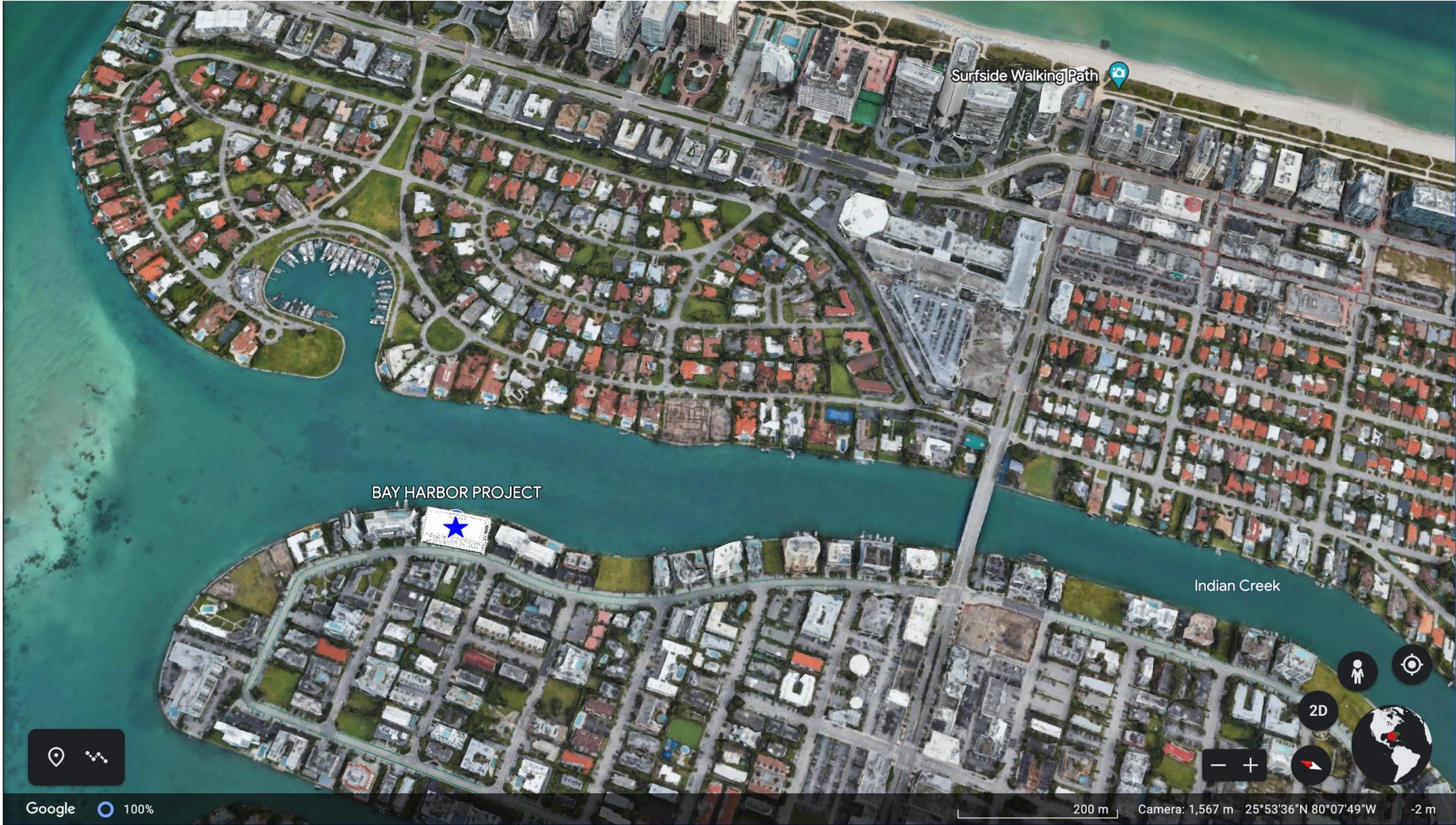
BAY HARBOR
TOWERS

Proposal 2 – Rigid Dome Sales Gallery

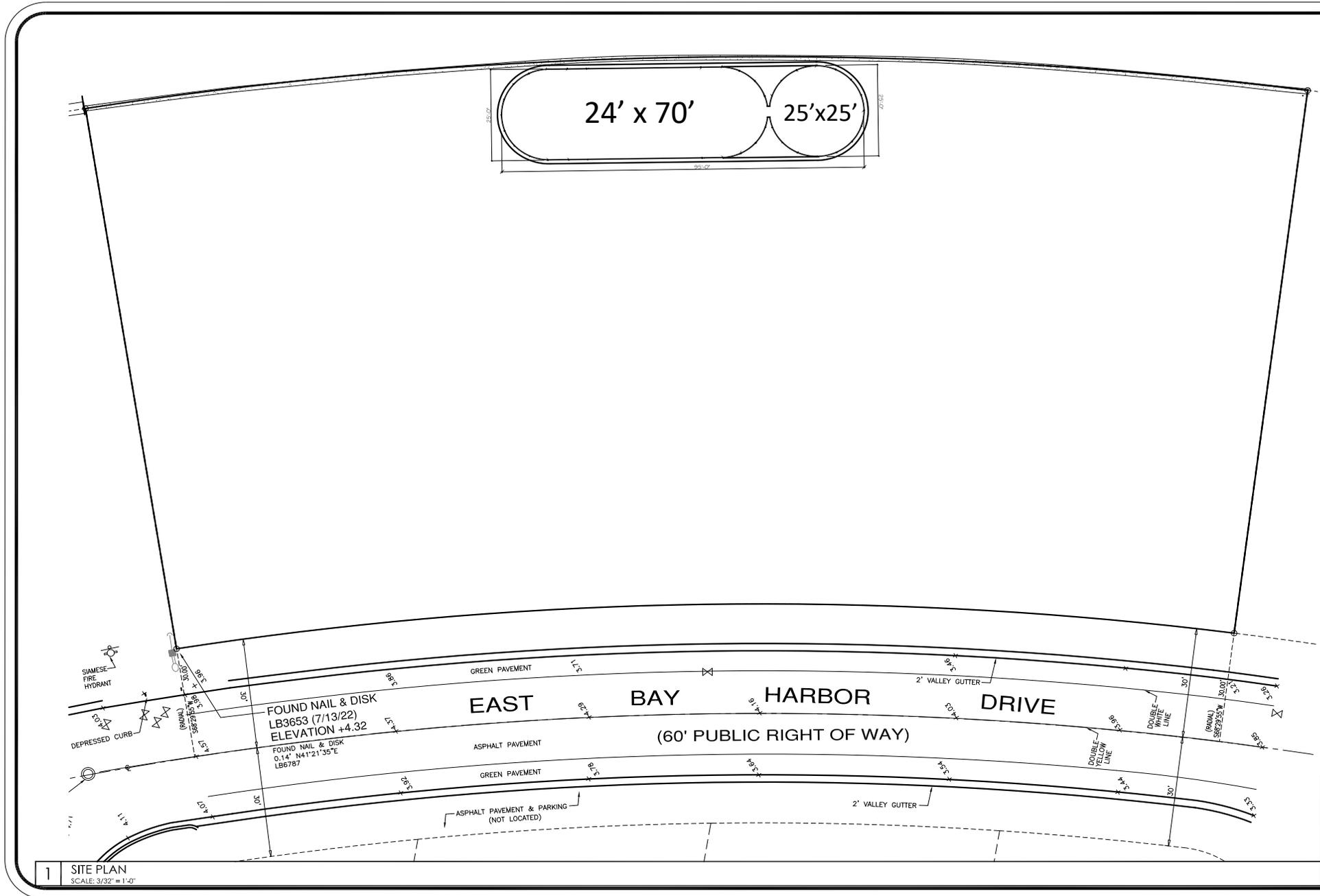


RIGID DOME SALES GALLERY PROPOSAL

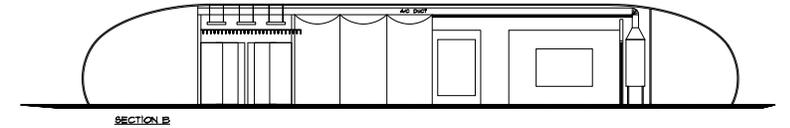
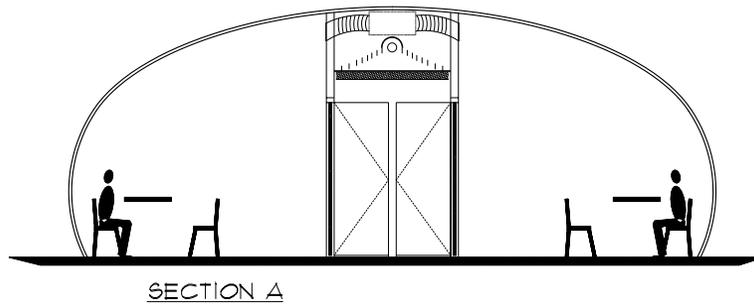
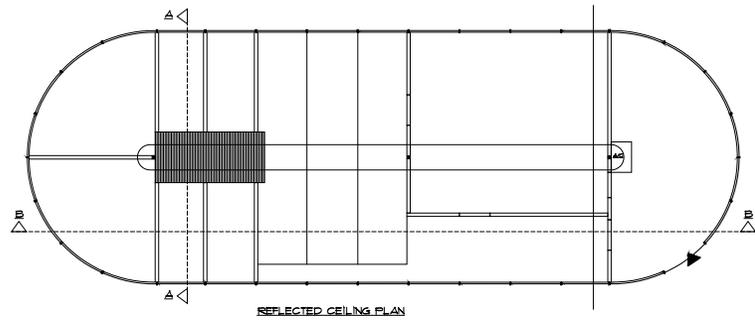
- FOR: PPG BHT Owner, LLC
- 10141-43 E BAY HARBOR DR.
BAY HARBOR ISLANDS, FL 33154
- APRIL 25, 2023
- FOR PRESENTATION PURPOSES







PLANS



Operating Hours & Management

- The Sales lounge will be open 10:00am – 6:00pm daily.
- Path and Landscape will be designed by landscape design architect, Carolina Monteiro from Clad Design. She has designed the landscape for our development and is familiar with Bay Harbor Island landscape. Path and Landscape will be maintained by the developer.
- The Site will be managed by our in-house management team
- Fortune International Sales team will be presenting the development project in this structure.

Security & Parking

- Structure entry ways will be locked each night, and structure will have an alarm system.
- Developer will install surveillance cameras inside and outside of the structure.
- Parking spaces will be created on our development site instead of street parking to ensure Town of Bay Harbor Residents have ample parking spaces.



Images of Gallery







Images of Gallery







Images of Gallery

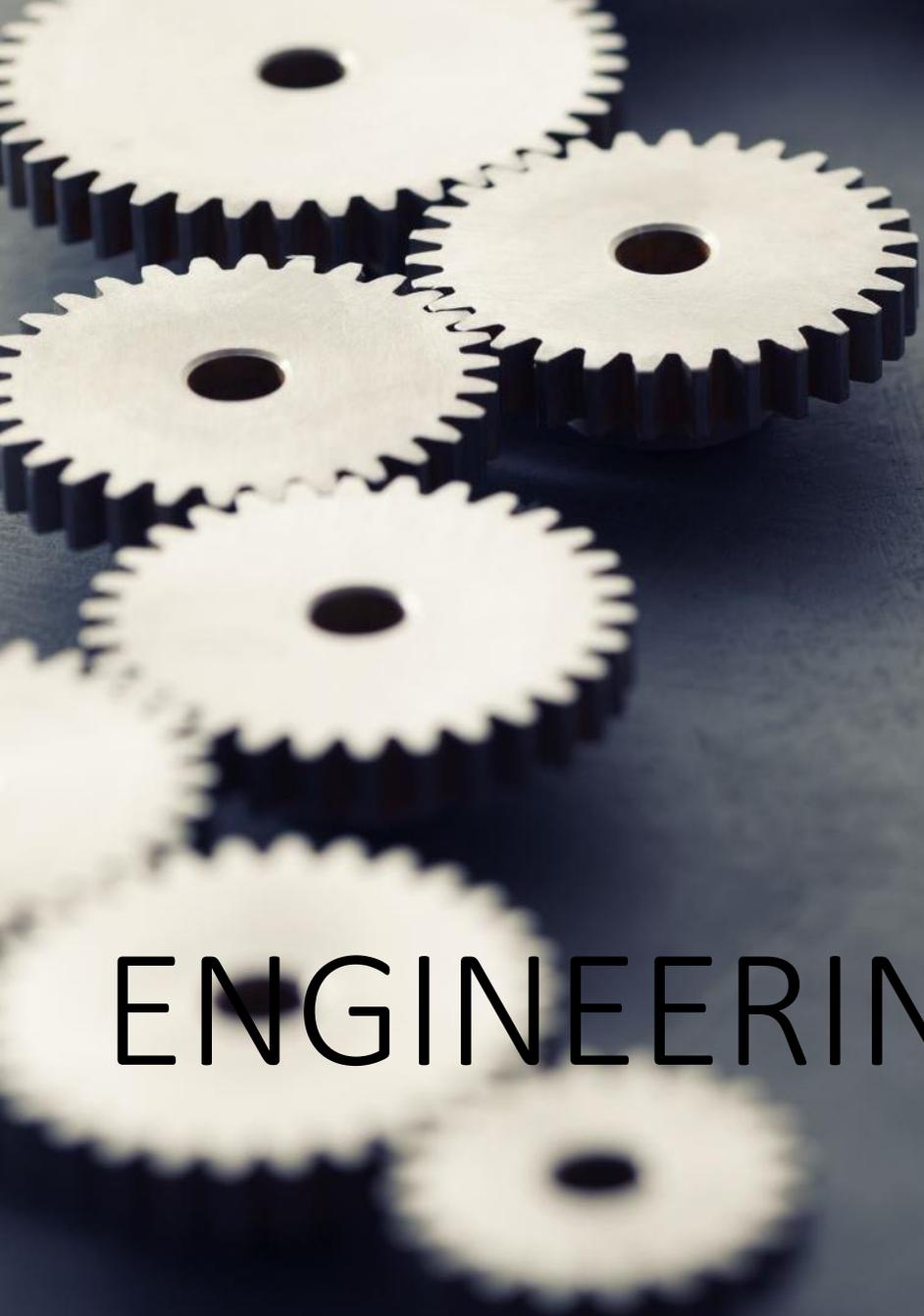


BAY HARBOR
TOWERS

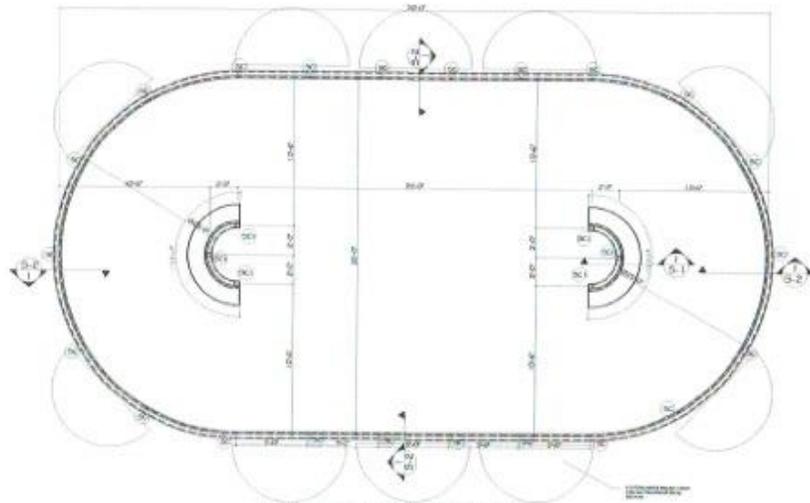
Images of Gallery



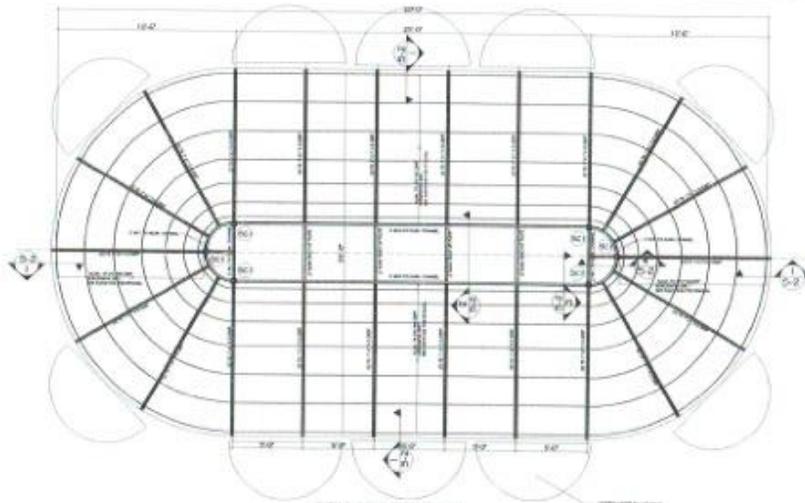
BAY HARBOR
TOWERS



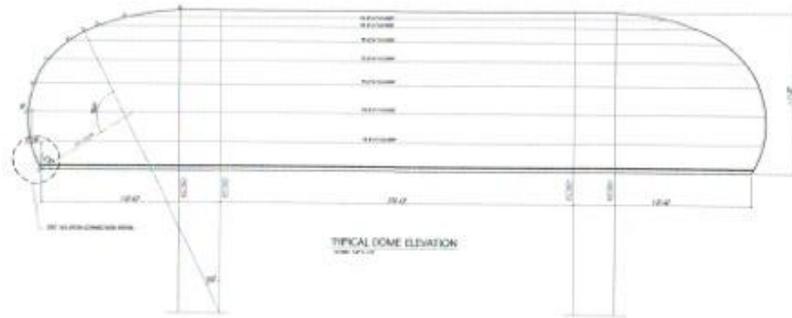
ENGINEERING



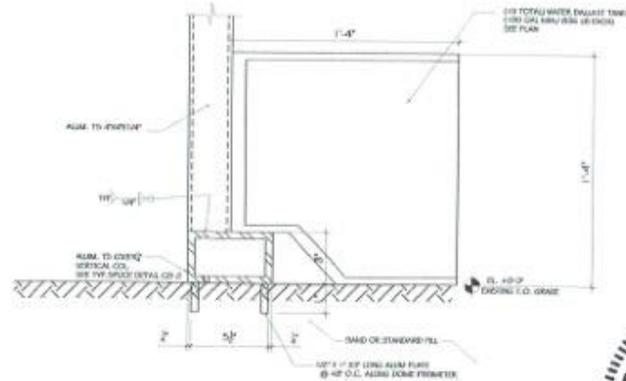
GROUND FLOOR PLASTIC WATER TANK LAYOUT PLAN
Scale: 1/8" = 1'-0"



TYPICAL DOME FRAMING PLAN
Scale: 1/8" = 1'-0"



TYPICAL DOME ELEVATION
Scale: 1/8" = 1'-0"



1
S-1 TYP. CONN. DETAIL
Scale: 3/4" = 1'-0"



Denis K. Solano
P.E. 56902
S.I. 2046
C.O.A. 00009095

REVISIONS:

| | |
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| | |
| | |

CONSULTANTS:

Solver Structural Partnership, Inc.
 1500 N.W. 44th St. 2nd Fl. Miami, FL 33150
 Miami, Florida 33122 Phone: 305.556.8447
 Email: info@solverspa.com
 Website: www.solverspa.com

job name: TEMPORARY PRIVATE DOME STRUCTURE
 4355 NW 36th STREET
 MIAMI SPRINGS, FLORIDA 33166

title: ROOF FRAMING PLAN & DETAILS

date: 10.16.17
 revised:
 drawn: J.G.D.
 checked: D.K.S.
 project no.: RL-17
 IT-2756

sheet no.
 S-1
 1 of 2

REVISIONS:

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CONSULTANTS:
Solver Structural Partnership, Inc.
 7500 N.W. 25th St # 205 Phone: (305) 559-0306
 Miami, Florida 33122 Fax: (305) 559-0347
 E-MAIL: ask@solvers.com
 DESIGN - INSPECTION - INVESTIGATION - REPORTS

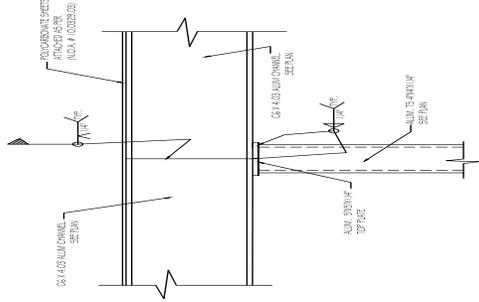
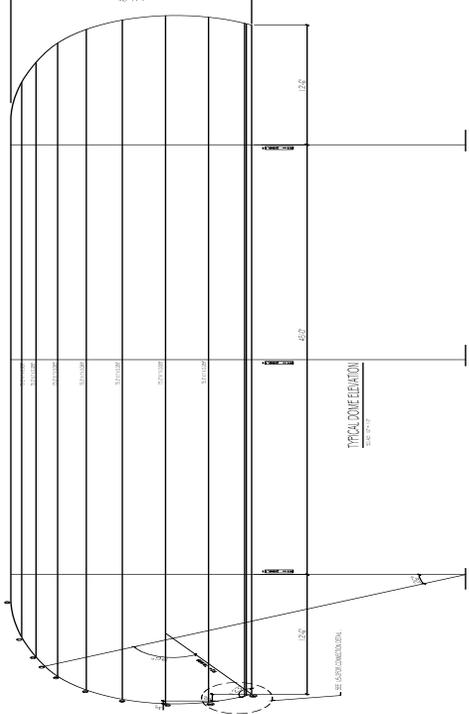


Job name: TEMPORARY PRIVATE DOME STRUCTURE
 1 0940 SW 7th Street, 1 0930 SW 7th Street and
 740 SW 1 09th Avenue, Sweetwater, Florida 33174
 STRUCTURAL NOTES & ELEVATION
 Title:

date: 05-26-17
 issued:
 drawn: J.G.B.
 checked: D.C.S.
 project no.: RL17
 2810

sheet no.:
S-3
3 of 3

Denis K. Solano
 P.E. 5902
 S.L. 2146
 C.O.A. 0000995



GENERAL NOTES:

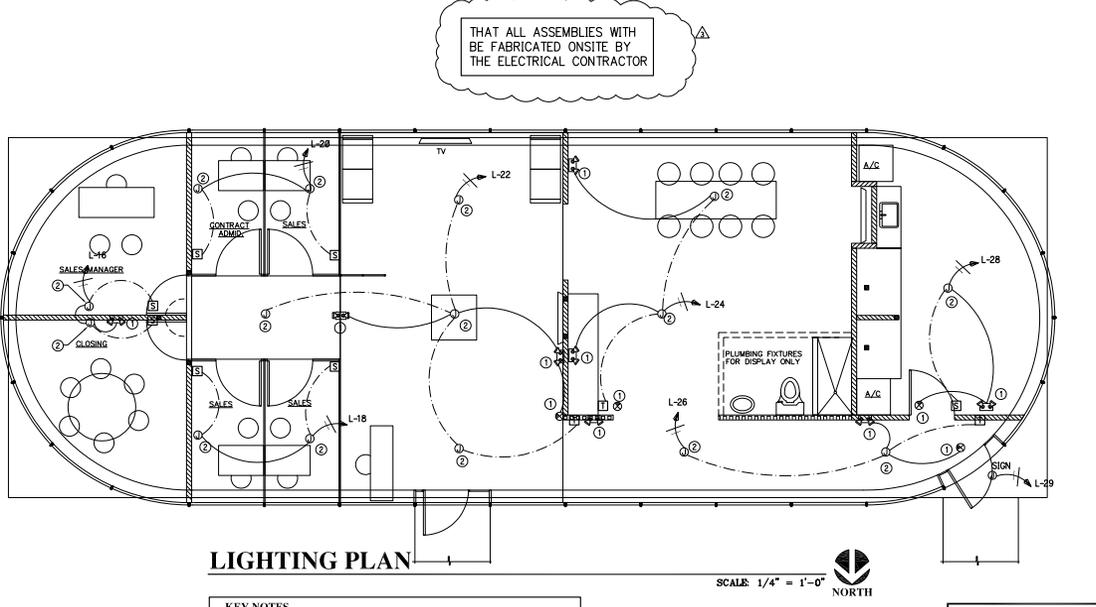
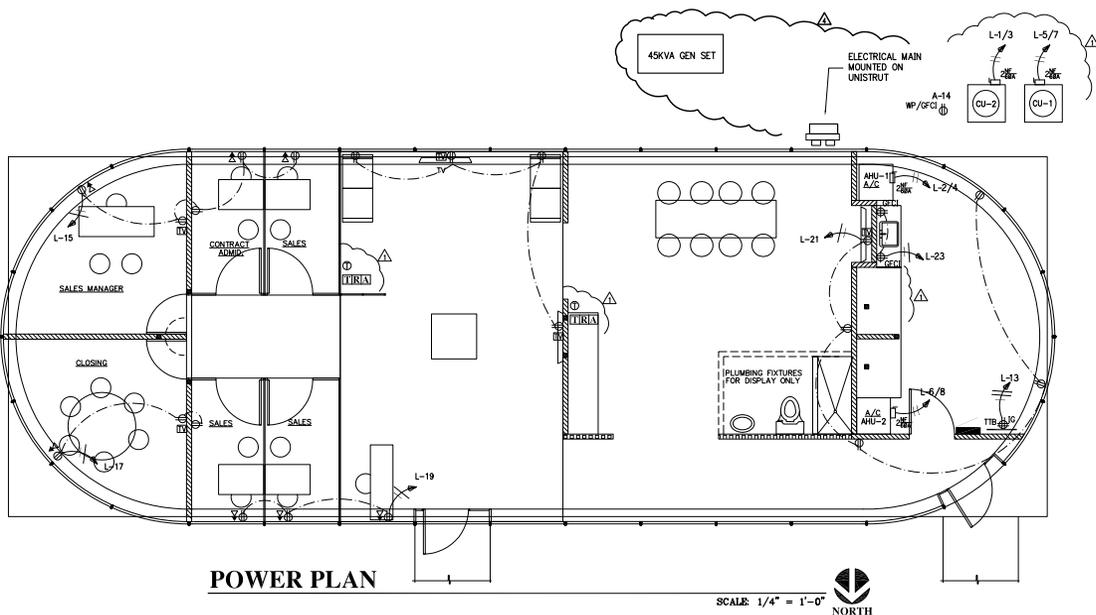
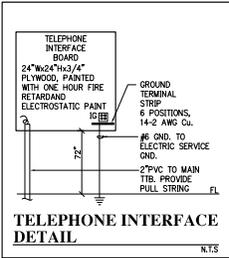
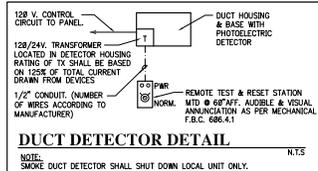
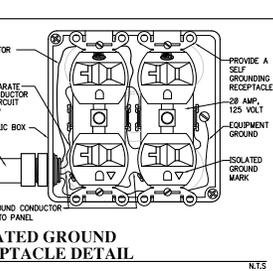
- 1- THE ALUM. DOME STAINS SHOWN ON THESE DOCUMENTS ARE DESIGNED IN ACCORDANCE WITH HEIGHT HURRICANE ZONE PROVISIONS OF THE FBC 5th EDITION (ASCE 7-10) CORRESPONDING CHAPTERS OF ASCE 7-10.
- 2- WIND LOADS ARE DETERMINED IN ACCORDANCE WITH THE ASCE 7-10.
- 3- NO INCREASE IN ALLOWABLE STRESS HAS BEEN CONSIDERED IN THE DESIGN OF THIS FRAMING.
- 4- ALL WELDING SHALL BE PERFORMED IN A403 FILLER ALLOY, UNLESS OTHERWISE NOTED.
- 5- ALUMINUM DESIGN IS IN ACCORDANCE WITH THE F.B.C. SECTION 1609.6 AND THE ALUMINUM ASSOCIATION SPECIFICATIONS FOR ALUMINUM STRUCTURES LATEST EDITION. ALUM. SHALL BE MADE OF 6061-T6 ALUM. ALLOY.
- 6- THE ALUM. DOME HAS BEEN DESIGNED FOR GROUND APPLICATIONS ONLY IN BOTH COASTAL & INLAND APPLICATIONS. GENERAL APPLICATION IS EQUIVALENT TO PROVISION 'D' INLAND APPLICATION IS EQUIVALENT TO PROVISION 'C'.
- 7- THE ALUM. DOME FRAMING HAS BEEN DESIGNED TO BE THOROUGHLY DEMANTLED DURING HURRICANE STORMS & ONLY FOR TEMPORARY USE.

DESIGN CRITERIA:

WIND LOAD:
 ASCE 7-10
 K=1.0
 H=1.0
 V=115 mph (TEMPORARY & REMOVABLE STRUCTURE)
 EXPOSURE C

| POWER LEGEND | |
|--------------|---|
| SYMBOL | DESCRIPTION |
| ⊕ | SIMPLEX RECEPTACLE (20A, +18"O.C. A.F.F, U.N.D) |
| ⊕ | DUPLEX RECEPTACLE (15A, +18"O.C. A.F.F, U.N.D) |
| ⊕ | DUPLEX RECEPTACLE INSTALLED ABOVE COUNTER (15A, +45"O.C., ABOVE COUNTER, U.N.D) |
| ⊕ | DOUBLE DUPLEX RECEPTACLE (20A, +18"O.C. A.F.F, U.N.D) |
| ⊕ | SPECIAL PURPOSE RECEPTACLE (20A, +18"O.C. A.F.F, U.N.D) 200V-41, 20A, DENOTES 20A RECEPTACLE |
| ⊕ | CEILING MOUNTED DUPLEX RECEPTACLE (15A) |
| ⊕ | JUNCTION BOX (4X4" GALVANIZED STEEL, 18"U.N.D) |
| ⊕ | DATA/TELEPHONE OUTLET (+18"O.C. A.F.F, U.N.D) HATCH AREA INDICATES PHONE, LOW VOLTAGE DETAIL |
| ⊕ | TV, CABLE BOX, SATELLITE BOX CONNECTION OUTLET SEE LOW VOLTAGE DETAIL |
| ⊕ | THERMOSTAT PROVIDE 1/2"EMT WITH FULL STRING STRIP-UP ABOVE ACCESSIBLE CEILING, SEE LOW VOLTAGE DETAIL |
| ⊕ | 2 POLE SWITCH 30A RATED (+48" A.F.F, TO TOP, U.N.D) |
| ⊕ | THERMOSTAT PROVIDE 1/2"EMT WITH FULL STRING STRIP-UP ABOVE ACCESSIBLE CEILING, SEE LOW VOLTAGE DETAIL |
| ⊕ | DUCT SMOKE DETECTOR |
| ⊕ | REMOTE SMOKE DETECTOR (+48" A.F.F, U.N.D) TEST, RESET AND ANNUNCIATE FOR POWER, ALARM AND TROUBLE |
| ⊕ | HP RATED DISCONNECT (+48"O.C. A.F.F, U.N.D) NEMA 3R FOR EXTERIOR AND NEMA 1 FOR INTERIOR. |
| ⊕ | ELECTRICAL PANELBOARD |
| ⊕ | ELECTRICAL METER (+48" A.F.F. O.C. OF MTR, U.N.D) |
| ⊕ | PHASE |
| ⊕ | NEUTRAL |
| ⊕ | ISOLATED GND. |
| ⊕ | WIRE IN FREE AIR SUPPORTED TO BLDG. STRUCTURE |
| ⊕ | FRAME SIZE |
| ⊕ | NUMBER OF POLES |

| LIGHT FIXTURE LEGEND | |
|----------------------|--|
| SYMBOL | DESCRIPTION |
| ⊕ | EDGE LIT LED EXIT SIGN WITH 90 MIN. BATTERY BACK UP AND SELF DIAGNOSTICS. QUALITY CIES 1 R E |
| ⊕ | WALL MOUNTED 7.5 FEET AFF. EMERGENCY LIGHT FIXTURE WITH 90 MIN. BATTERY BACK UP AND SELF DIAGNOSTICS. QUALITY EV 2.1 (6V 1W HEADS) |
| ⊕ | CEILING MOUNTED EMERGENCY LIGHT FIXTURE WITH 90 MIN. BATTERY BACK UP AND SELF DIAGNOSTICS. QUALITY EV 4.1 (6V 2W HEADS) |
| ⊕ | LIGHT SWITCH (+48" A.F.F., TO TOP, U.N.D) |
| ⊕ | 3 WAY LIGHT SWITCH (+48" A.F.F., TO TOP, U.N.D) |
| ⊕ | DIMMER SWITCH (+48" A.F.F., TO TOP, U.N.D) |
| ⊕ | COORDINATE TYPE AND COMPATIBILITY WITH LIGHT FIXTURE OUT SHEETS. PROVIDE POWER PACK WHERE IS REQUIRED. |
| ⊕ | MULTI-TECHNOLOGY OCCUPANCY SENSOR WALL SWITCH HUBBELL LIGHTING LINE'S (AUTOMATIC OFF ON 7) |
| ⊕ | MULTI-TECHNOLOGY CEILING MOUNTED OCCUPANCY SENSOR HUBBELL LIGHTING LINE'S (ON 7) (AUTOMATIC OFF ON 7) |
| ⊕ | PROVIDE UNIVERSAL POWER PACK UWP |
| ⊕ | WALL MOUNTED DIGITAL PROGRAMMABLE TIMER HUBBELL, TURNS WITH (2) HOURS OVERDUE TIME |
| ⊕ | EXHAUST FAN (SEE MECHANICAL PLANS FOR SPECS) |



- KEY NOTES**
- 1. CONNECT EXIT SIGNS AND EMERGENCY BATTERY PACKS TO NEAREST LIGHT HEAD OF ANY SWITCHING DEVICE (LIGHTING SWITCH, OCCUPANCY SENSOR OR TIME SWITCH).
 - 2. JUNCTION BOX FOR NORA TRACK. FIELD COORDINATE EXACT LOCATION.

MARCOS MISRAHI PE
LIC#56887
19431 NE 19 PL
NORTH MIAMI BCH, FL 33179
305-527-3220

REV. DATE:
 10/17
 07/17
 05/17
 02/17
 12/17

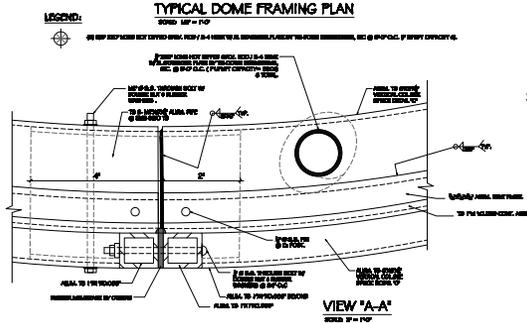
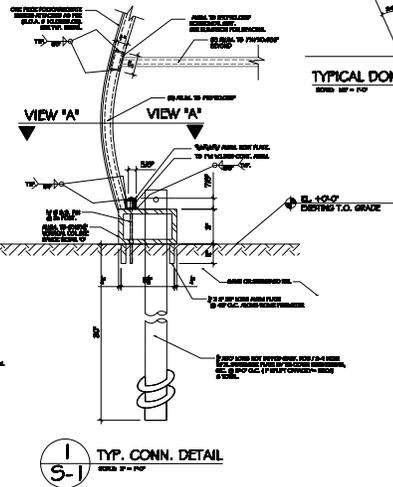
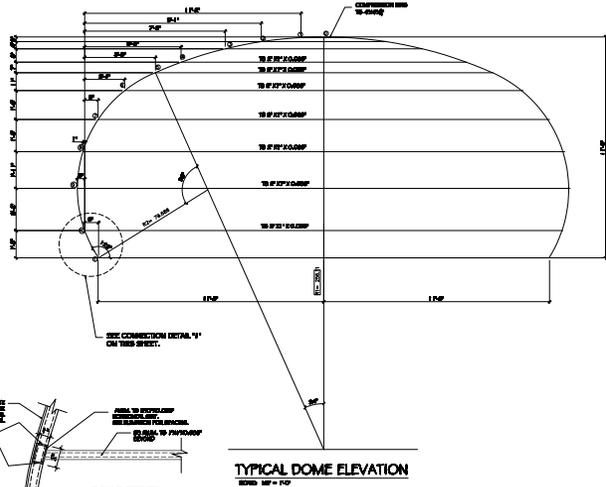
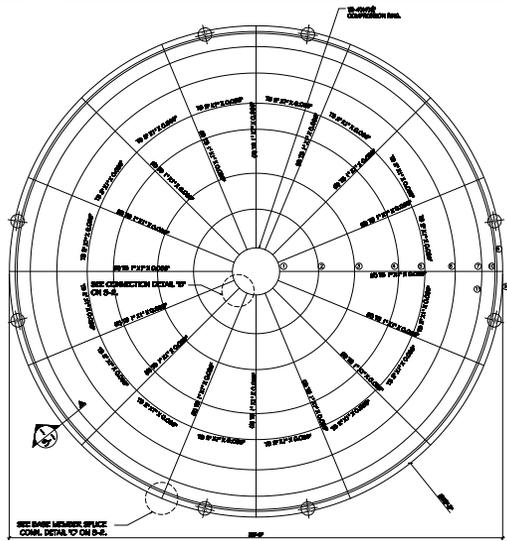
ALL FINAL AMENDMENTS AND PLANS SUBMITTED ON BEHALF OF THE CLIENT ARE THE PROPERTY OF THE ARCHITECT AND SHALL REMAIN HIS PROPERTY. THE ARCHITECT SHALL BE RESPONSIBLE FOR THE PROTECTION OF HIS WORK AND SHALL NOT BE RESPONSIBLE FOR THE PROTECTION OF THE CLIENT'S WORK. THE ARCHITECT SHALL BE RESPONSIBLE FOR THE PROTECTION OF HIS WORK AND SHALL NOT BE RESPONSIBLE FOR THE PROTECTION OF THE CLIENT'S WORK. THE ARCHITECT SHALL BE RESPONSIBLE FOR THE PROTECTION OF HIS WORK AND SHALL NOT BE RESPONSIBLE FOR THE PROTECTION OF THE CLIENT'S WORK.

PROPOSED:
 TEMPORARY PRIVATE DONE STRUCTURE
 10940 SW 7th Street, 10930 SW 7th Street and
 740 SW 10th Avenue, Sweetwater, Florida 33174

ROBERT G. ISHMAN
 INTEMPORA INC.
 ARCHITECTURE - INTERIOR DESIGN
 2117 HOLLYWOOD BLVD.
 HOLLYWOOD, FLORIDA 33060
 TEL: 305-944-8225 (305) 582-3343
 LIC # AL20000458

PROJECT NO.
 61617
 DATE: 6.19.17

SHEET
 E1



Denis K. Solano
 P.E. 56902
 S.I. 2046
 C.O.A. 00009095

REVISIONS

CONSULTANTS:



TEMPORARY PRIVATE DOME STRUCTURE

date 07-31-12
 issued J.C.S.
 checked D.K.S.
 project no.

sheet no.

S-1
 1 of 2

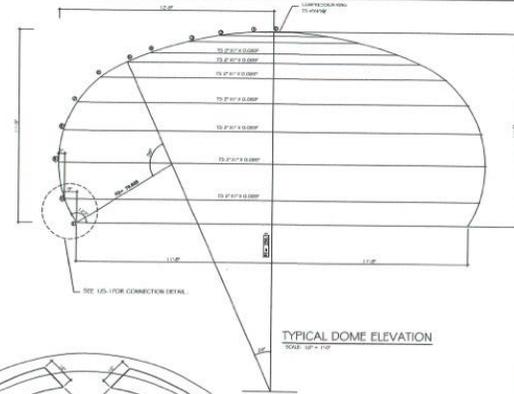
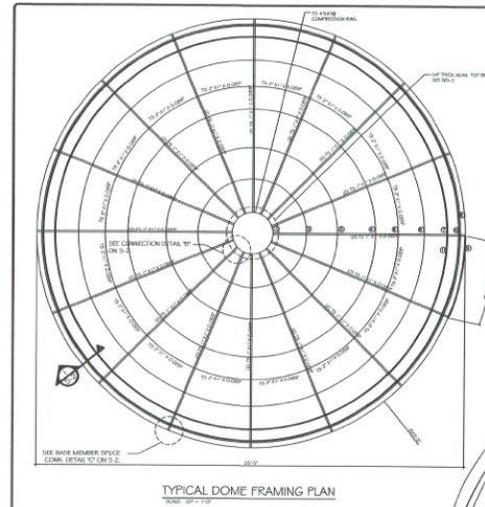
STRUCTURAL CALCULATIONS

PROJECT: Temporary private dome structure.
 LONG RESIDENCE
 10940-10930 SW 7TH St, and 740
 SW 109 Ave. Sweetwater, FL, 33174.
 MIAMI, FLORIDA

By: Denis K. Solano, P. E.
 P.E. #: 56902
 S.I. #: 2046
 C.O.A. 00009095

DENIS K. SOLANO, P.E. ASSUMES RESPONSIBILITY FOR BOTH MANUAL
 AND COMPUTER GENERATED CALCULATIONS (1-13)

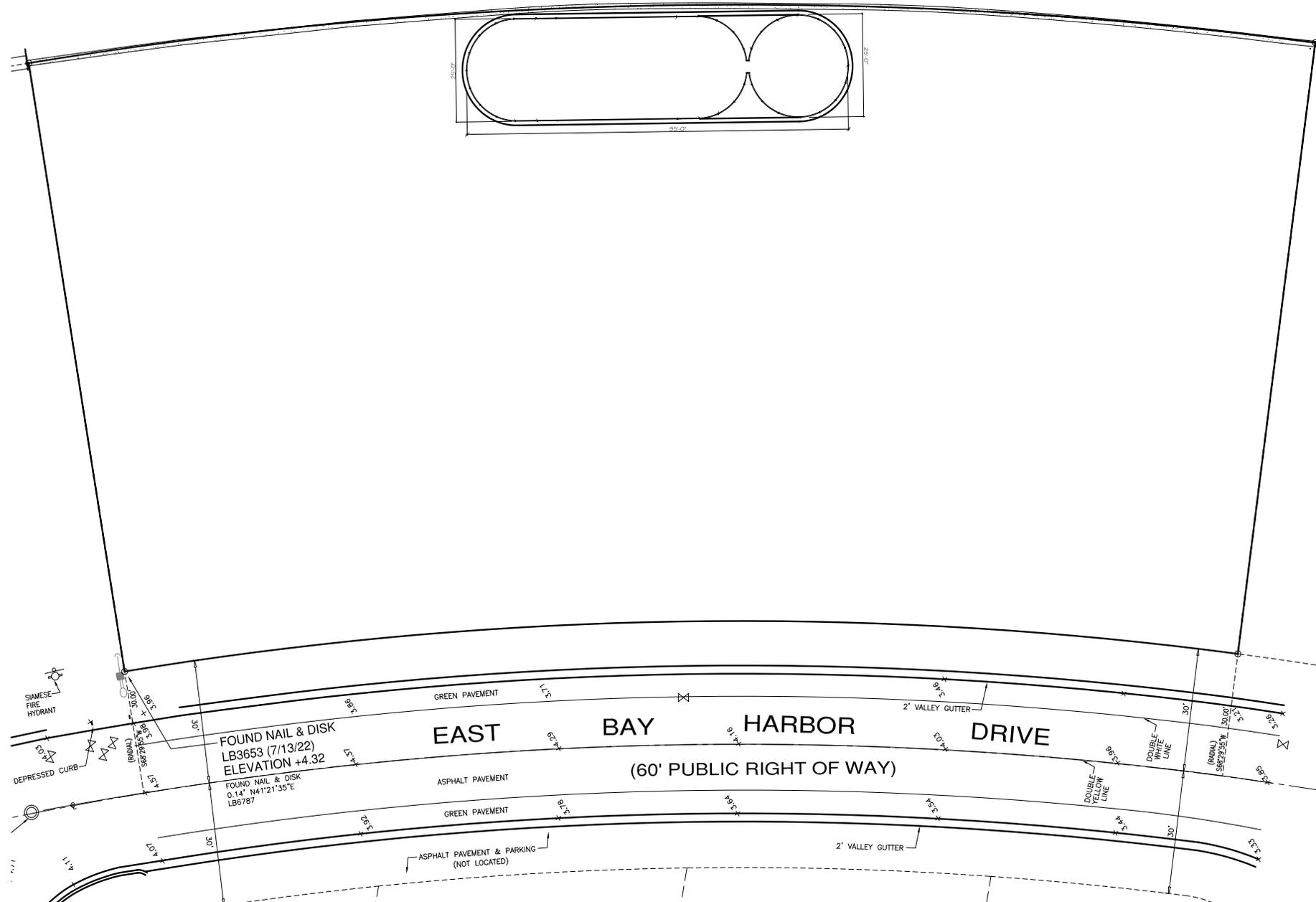
SolVer Structural Partnership, Inc.
 850 NW 22nd AVENUE
 MIAMI, FLORIDA 33125
 (305) 843-9999 PHONE
 (305) 843-9992 FAX
 WWW.SOLVERSP.COM



PLASTIC WATER TANK LAYOUT PLAN
 SCALE: 1/8" = 1'-0"



Denis K. Solano
 P.E. 56902
 S.I. 2046
 C.O.A. 00009095



1 SITE PLAN
SCALE: 3/32" = 1'-0"

ALL LINES, DIMENSIONS, AND PLANS LOCATED OR REPRESENTED IN THE DRAWING ARE OWNED BY THE ARCHITECT AND SHALL REMAIN HIS PROPERTY. NO PART OF THIS DRAWING SHALL BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT. THE ARCHITECT'S LIABILITY IS LIMITED TO THE PROFESSIONAL SERVICES PROVIDED AND DOES NOT EXTEND TO ANY OTHER MATTER. THE ARCHITECT'S LIABILITY IS LIMITED TO THE PROFESSIONAL SERVICES PROVIDED AND DOES NOT EXTEND TO ANY OTHER MATTER.

PROPOSED PRELIMINARY SITE LOCATION
BAY HARBOR TOWERS SALES GALLERY
10141-43 BAY HARBOR DRIVE
BAY HARBOR ISLANDS FL 33154

INTEMPORA
ARCHITECTURE + INTERIOR DESIGN
695 OCEAN BLVD.
GOLDEN BEACH FL 33160

PROJECT NO. 0000
DATE: 04.25.23

SHEET
of 1

PALSUN® Family of Products

PALSUN® Product Range

All products shown are flat solid polycarbonate sheet.

| Product | Description |
|------------------------|--|
| PALSUN® Basic™ | Polycarbonate sheet for interior applications (no UV protection) |
| PALSUN® UV1 | UV protected on one side |
| PALSUN® UV2 | UV protection on both sides |
| PALSUN® Embossed* | Embossed surface (E102, prismatic, hair cell) |
| PALSUN® FR* | Fire retardant, with higher fire resistant rating |
| PALSUN® Matte* | Matte finish on one side |
| PALSUN® SG White | High diffusion for sign grade applications |
| PALSUN® CS | Coil stock on rolls (Clear and SG White standard) |
| PALSUN® Foam | Flat foamed polycarbonate sheet, UV protected on one side |
| PALSUN® Solar Control* | Efficient heat-blocking with metallic appearance |
| PALSUN® Smart* | See-through sheet with advanced heat-blocking |
| PALSUN® OG | Optical grade sheet |
| PALGARD* | Abrasion resistant on one or both sides |
| PALGARD* TG | Transportation grade (meets specific transportation codes) |
| PALSHIELD™ | Containment and bullet resistant glazing |

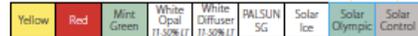
*With co-extruded UV protection on one or both sides

Colors

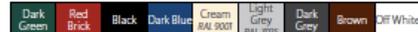
Transparent



Translucent



Opaque



*Significant minimum order requirements may apply for some colors listed. Custom colors available upon request, please contact your Palram representative or agent for additional details and minimums.

Protective Masking

Depending on product selected, plastic or paper masking protects Palsun sheet during storage and transportation. Masking must be removed from both sides immediately after installation.



Regulatory Code Compliance Certification

The information listed below is product-specific.

| Organization | Standard | Classification |
|--|----------------------------|-------------------------------------|
| UL | SAM File #E336663 | Rigid Sign Face Material |
| Miami Dade County | NOA # 10-0913.07 | Approved Plastic |
| ANSI | Z971-09 | Impact and Weathering |
| | Z871-03 | Pass (Impact) |
| ICC | IBC Section 2606.4 | Light Trans. Plastic |
| | IBC Section 803.1 | Interior Finish |
| CCMC | NBC 2010 (Canopy Covering) | Compliant (CCMC Eval. Rep. 13450-R) |
| Flammability Related Compliance Certifications | | |
| UL | CAN / ULCS102.2-07 | Class A |
| UL | File e221255 | V-2 |
| ASTM | D-635 | CCI (AEB <1*) |
| | E-84 | Class A* |
| | D-2843 | Smoke Density <75* |
| FAA | FAR 25.853(a) | Pass* |
| ASTM | D-2863-87 | L.O.I. = 30 |
| UL | UL 94 | V-0 |
| AU | 1530.3-1982 | Ignitability Index = 9 |
| | | Spread of Flame Index = 8 |
| | | Heat Evolved Index = 10 |
| | | Smoke Developed Index = 8 |

*Depends on thickness.

Standard Dimensions

Please refer to the Palsun detailed brochure Form 805 for additional information that will assist you in selecting the correct sheet dimensions.

| Width (in.) x Length (in.) | Thickness (in.) |
|------------------------------|---|
| 48" x 96" - all thicknesses | |
| 60" x 96" - all thicknesses | 0.04 in., 0.06 in., and unit values from 0.08 to 0.5. |
| 72" x 96" - all thicknesses | |
| 80" x 120" - all thicknesses | |

*Other dimensions are available with a special order, subject to minimum quantity.

Physical Properties

For detailed information on PALSUN® physical properties please visit: www.PalramAmericas.com/Palsun.

POLYCARBONATE CERTIFICATION



PALSUN®
A Family of Flat Solid PC Sheet Products



Overview

The PALSUN family of flat solid polycarbonate product includes: Basic, UV-Protected, and Specialty Sheets. Palsun offers glass-like clarity at less than half the weight of glass, combined with unmatched impact resistance.

PALSUN can be cold bent, fabricated or formed, making it ideal for applications such as sign faces, barrel vault roofing, roof (sky) lights, architectural roofing and glazing. Clear, translucent or opaque, PALSUN sheets are also ideal as machine guards, sound barriers, and safety glazing.

www.PalramAmericas.com

Main Benefits

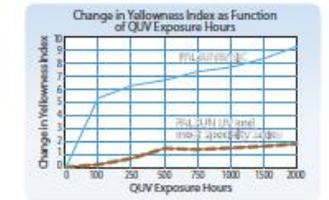
- High impact resistance—virtually unbreakable
- High clarity and light transmission
- Wide service temperature range
- Good acoustical insulation
- Lightweight
- Easy to handle and install
- Versatile, formable, and machinable
- UV and Specialty Sheet Series products offer exceptional weather and UV resistance



Typical Applications

- BASIC SERIES (NO UV)**
 - Interior safety glazing & machine guards
 - Fabricated parts
 - POP Displays
- UV SERIES (W/UV PROTECTION)**
 - Exterior flat & thermoformed sign faces
 - Skylights and architectural glazing
 - Outdoor enclosures such as bus stops
- SPECIALTY SHEET SERIES (GENERALLY W/UV)**
 - Windshields for golf carts and low speed vehicles
 - Glazing in boats, trains, busses, military vehicles, and planes

For additional protection in these applications, consider PALGARD®, a PALSUN polycarbonate substrate with an abrasion resistant coating.



PALRAM AMERICAS
9735 Commerce Circle
Kutztown, PA, 19530 USA
Tel: 800.999.9459
palramamericas@palram.com



Authorized Distributor

Form 803-01-03/14/2015

Inasmuch as PALRAM Industries has no control over the use to which others may put the material, it does not guarantee that the same results as those described herein will be obtained. Each user of the material should make his own tests to determine the material's suitability for his own particular use. Statements concerning possible or suggested uses of the materials described herein are not to be construed as constituting a license under any PALRAM Industries patent covering such use or as recommendations for use of such materials in the infringement of any patent. PALRAM Industries or its distributors cannot be held responsible for any losses incurred through incorrect installation of the material. In accordance with our company policy of continual product development you are advised to check with your local PALRAM Industries supplier to ensure that you have obtained the most up to date information.

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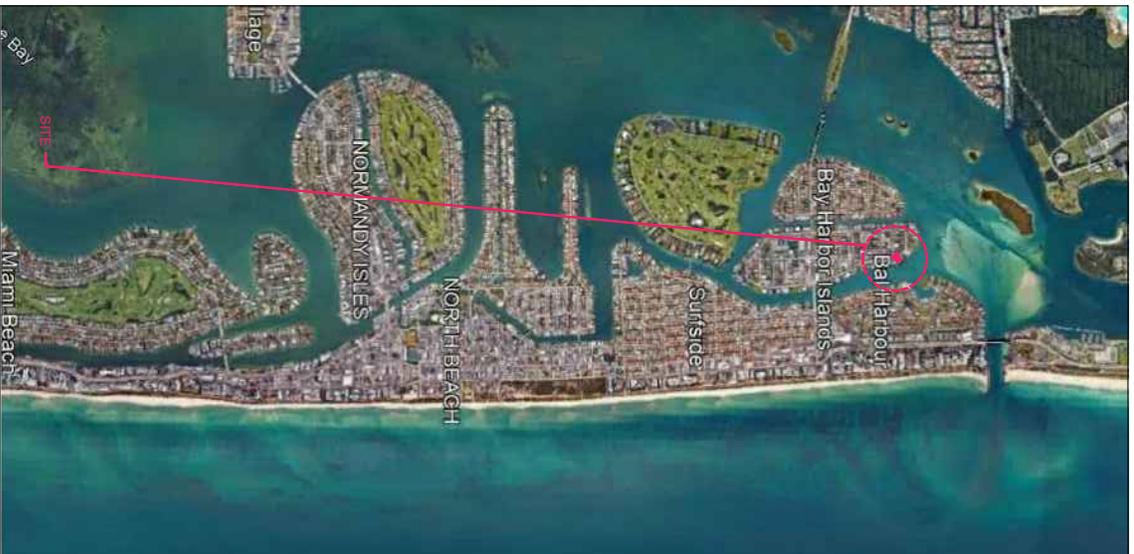
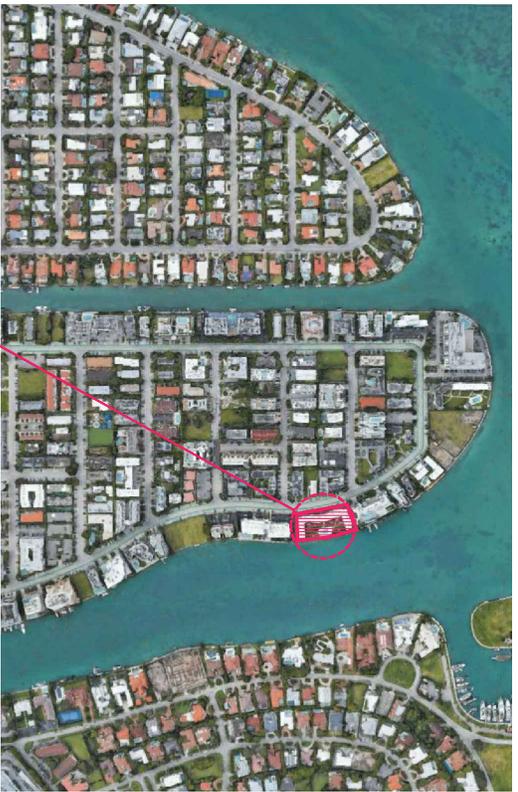


RICHARD LASRY

- DIRECT: 305.582.0222
- RICHARD@WINDWALLS.COM
- 525 OCEAN BLVD. GOLDEN BEACH
FL 33160
- MADE IN USA
- PATENTED



BAY HARBOR
TOWERS



CONTEXT SITE MAP SCALE: N.T.S.

| Rev. | Date | Rev. | Date |
|------|------|------|------|
| | | | |
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ZONING
 100% Residential
BAY HARBOR TOWERS
 BAY HARBOR ISLANDS, FL 33154

OWNER: PFD Development LLC
 Address: 10000 Bay Forest Dr., Suite 200
 North Miami Beach, FL 33059
 Phone: (305) 944-9999
 Email: info@pfddevelopment.com

CONSULTANT: K&S Architecture
 Address: 820 NE 4th Ave, Suite 1115
 Miami, FL 33132
 Phone: (305) 524-2019
 Email: info@ksarchitecture.com

DATE: 11/11/2022

Architect:
 K&S Architecture and Interior Design, Inc.
 820 NE 4th Ave, Suite 1115
 Miami, FL 33132
 Phone: (305) 524-2019
 Email: info@ksarchitecture.com

Professional Seal:
 K&S ARCHITECTURE AND INTERIOR DESIGN, INC.
 KYLE S. WATSON, ARCHITECT
 License No. 13001273-00000000

CONTEXT SITE MAP

| | | | |
|----------|------------|------------|-------|
| Date: | 11/11/2022 | Sheet No.: | A1.03 |
| Scale: | N.T.S. | | |
| Project: | 0303 | | |

AGENDA ITEM REPORT
May 10, 2023

ITEM NUMBER: 17.

ITEM: Request for approval of the location of a temporary Sales Center at 10301 East Bay Harbor Drive in connection with the development of the properties at 9781 and 9927-9955 East Bay Harbor Drive, by 9781 Bay Harbor Development LLC, 9955 Bay Harbor Development LLC. Duration of the sales center is expected through March 31, 2026. Enclosed are copies of the application materials.

DESCRIPTION:

The 10301 East Bay Harbor Drive site was used for the ONDA sales center for a couple years. The Town Council granted an original approval on June 8, 2020, for a 2+/- year period. In November 2022, the Town Council granted a 6-month extension to May 2023. However, about 2 months ago the Town noticed the development announcing sign for the ONDA project was changed to La Mare (there is no project approved with that name) without the Town's knowledge or consent. The Town Code Enforcement Officers issued a Notice of Violation. The request is for longer-term sales center use until March 31, 2026, as per their Letter of Intent. The sales center would be for two multifamily residential projects (9781 East Bay Harbor Drive/9 Dwelling Units and 9919-9955 East Bay Harbor Drive/33 Dwelling Units. The 10301 EBHD development is in the DRB process. The Letter of Intent refers to La Mare collectively as being only the 9781/9955 EBHD sites. The 9781 EBHD site was approved by the DRB on 11/01/22. The 9919-9955 EBHD site was approved by the DRB on 12/06/22. There is an active Site Development Plan for the 10301 EBHD site (9 DU) that will be presented to the DRB this coming Tuesday, May 2, 2023. There are no criteria in the Code to govern such requests, but we typically make them at least meet setbacks.

It is most likely the time limit will be extended for 2-3 projects given the construction times (2-3 years) and market conditions (high interest rates/ DU cost).

RECOMMENDED ACTION:

Council's Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

| | |
|----|---|
| 1. | Sales Center Request - 9781 Bay Harbor Development LLC and 10301 Bay Harbor Development LLC |
|----|---|

March 24, 2023

VIA EMAIL ONLY

Ms. Yvonne Hamilton
Town Clerk
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154
yhamilton@bayharborislands-fl.gov

Re: Letter of Intent – Application for Temporary Sales Center

Dear Ms. Hamilton,

I am writing on behalf of 9781 Bay Harbor Development LLC, 9955 Bay Harbor Development LLC and 10301 Bay Harbor Development LLC (collectively, the “Owner”), Owner of the properties located at 9781 and 9927-9955 East Bay Harbor Drive as well as the existing sales center located at 10301 East Bay Harbor Drive (each a “Property” and collectively, the “Properties”), all of which are located in the Town of Bay Harbor Islands on the northern tip of East Island.

As you may be aware, the Planning and Zoning Board has approved the projects on the Properties, consisting of an eight-story building with nine high-end residential units (the 9781 Property) and an eight-story building with thirty-three high-end residential units (the 9927-9955 Property) (the “Projects” or “La Mare”). The Town Council had previously approved a sales center (“Sales Center”) located at 10301 East Bay Harbor Drive that is currently being used for the Onda Project. Photographs of the Sales Center, which was built with materials that reflect the aesthetics of the La Mare project, are attached as Schedule “A” and the prior approval for the use of the Sales Center for the Onda Project is attached as Schedule “B”. We would not be making any changes to the existing Sales Center for the La Mare Project, but we would like to add the addresses of the additional approved La Mare Projects to our signage.

We are respectfully requesting that we be granted a permit to utilize the same Sales Center for our 9781 and 9927-9955 East Bay Harbor Drive Projects through March 31, 2026.

As requested, I also have enclosed the property survey for the Sales Center in Schedule “C”.

Please accept this correspondence, including the enclosures, as our official request to be heard on the next Town Council agenda at the April 10th Town Council meeting. Thank you for your consideration.

Respectfully,

Justin Soulen

Justin Soulen
General Counsel

+1 (786) –228 –9571

Info@lamarebayharbor.com

www.lamarebayharbor.com

Schedule "A"









Schedule “B”



Akerman LLP
Three Brickell City Centre
98 SE 7th Street, Suite 1100
Miami, FL 33131
Tel: 305 982 5629
neisen.kasdin@akerman.com

October 6, 2022

VIA E-MAIL

Ms. Maria Lasday
Town Manager
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

RE: Letter of Intent – Onda Temporary Sales Office Extension

Dear Ms. Lasday,

Akerman LLP represents B H Investment LLC ("BHI" or "Owner"), owner of the property located at 1135 103rd Street (the "Property"), located in the Town of Bay Harbor Islands (the "Town"), on the northern tip of the East Island. As you know, the Planning and Zoning Board approved a project at the Property consisting of an eight (8)-story building with 41 high-end residential units (the "Project" to be known as "Onda"), and construction is well underway.



(Onda project: 1135 103rd Street)

The Town Council approved a temporary sales center ("Sales Center") for the Project at the neighboring vacant lot, just east of the Property located at 10301 East Bay Harbor Drive (the "Vacant Lot") on June 8, 2020 ("Sales Center Approval"). Owner subsequently built a unique and beautiful sales office on the Vacant Lot. The Sales Center has been curated out of materials which reflect the aesthetics of the Onda project, including natural materials and décor. See photographs of the Sales Center enclosed as **Exhibit A**, and the "Agenda Item Report" from the June 8, 2020 Sales Center

Approval enclosed as **Exhibit B**. The Sales Center has been constructed (see a copy of original conceptual plans for the Sales Office enclosed as **Exhibit C**) and a Certificate of Occupancy was obtained on August 11, 2021 (see enclosed as **Exhibit D**).

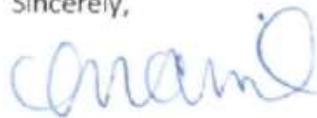
Owner is leasing the land at the Vacant Lot (under separate ownership) for the temporary use of the Sales Center. The owner of the Vacant Lot has consented to this application for the purpose of seeking an extension for the temporary Sales Office, as indicated in the letter enclosed herein as **Exhibit E**. The initial Sales Center Approval contemplated the operation of the sales center from approximately November 2020 through approximately November 2022. **However, Owner is requesting a six month extension (to utilize the Sales Center through approximately May 2023).**

Please accept this letter, and other enclosed materials as our official request to be heard on the next Town Council agenda for the extension of the Onda temporary Sales Center. Thank you for your consideration.



(Onda Temporary Sales Office: 10301 East Bay Harbor Drive)

Sincerely,



Marissa R. Amual

Enclosures

cc: Valerio Morabito
Neisen Kasdin, Akerman LLP

Exhibit A

PHOTOGRAPHS OF THE SALES CENTER









Exhibit B

AGENDA ITEM REPORT

June 8, 2020

ITEM NUMBER: 8.

ITEM: Consideration and Approval by B H Investment, LLC for a temporary sales center for project that will be built on 1135 103rd Street also know as "Onda". The proposed temporary structure would be built just east of the proposed project, to be located at 10301 East Bay Harbor Drive. Enclosed are copies of the request letter, proposed concept of the sales center and other supporting documents.

DESCRIPTION:

The applicant ("B H Investment, LLC) is seeking Town Council approval to construct a temporary sales center for project know as "Onda" located at 1135 103 Street. The sales center would be built on the vacant lot just east of the property, to be located at 10301 East Bay Harbor Drive. The estimated date to launch the operation for the Sales Center is by November of 2020 and plans to maintain the temporary structure throughout the construction process for approximately 24 months.

Enclosed are copies of the request letter, plans and other supporting documents.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Interim Town Clerk

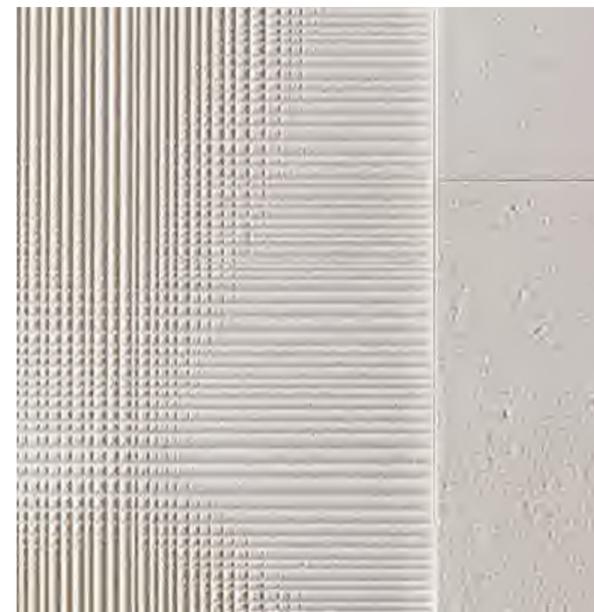
ATTACHMENTS

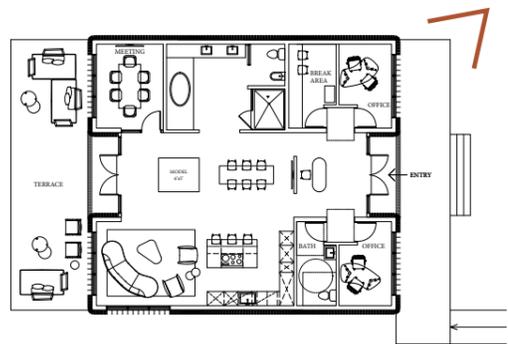
1. Temporary Sales Office- LOI for Onda (003)

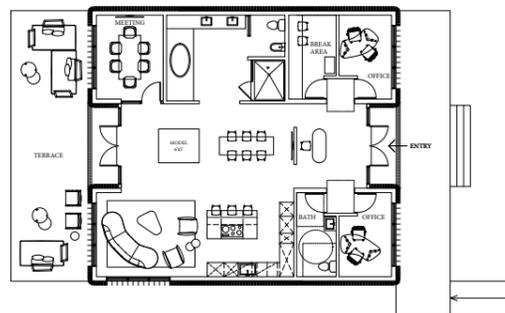
Exhibit C



ONDA
sales center







ZONING DATA

PROJECT ADDRESS:

10301 EAST BAY HARBOR DRIVE, BAY HARBOR ISLANDS, FL 33154

PROPERTY FOLIO NUMBER:

13-2227-001-6770

ZONING DISTRICT:

RM-1

LAND USE DESIGNATION

MULTIPLE FAMILY DISTRICT

SURVEY INFORMATION:

PREPARED BY:

JOHN IBARRA & ASSOCIATES, INC.

777 N.W. 72ND. AVENUE STE. 3025,

MIAMI, FL 33126

PH: (305) 262-0400

LEGAL DESCRIPTION (PER SURVEY):

LOT 1, BLOCK 4, BAY HARBOR ISLAND, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 46, PAGE 5, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

F.E.M.A. FLOOD ZONE INFORMATION (PER SURVEY):

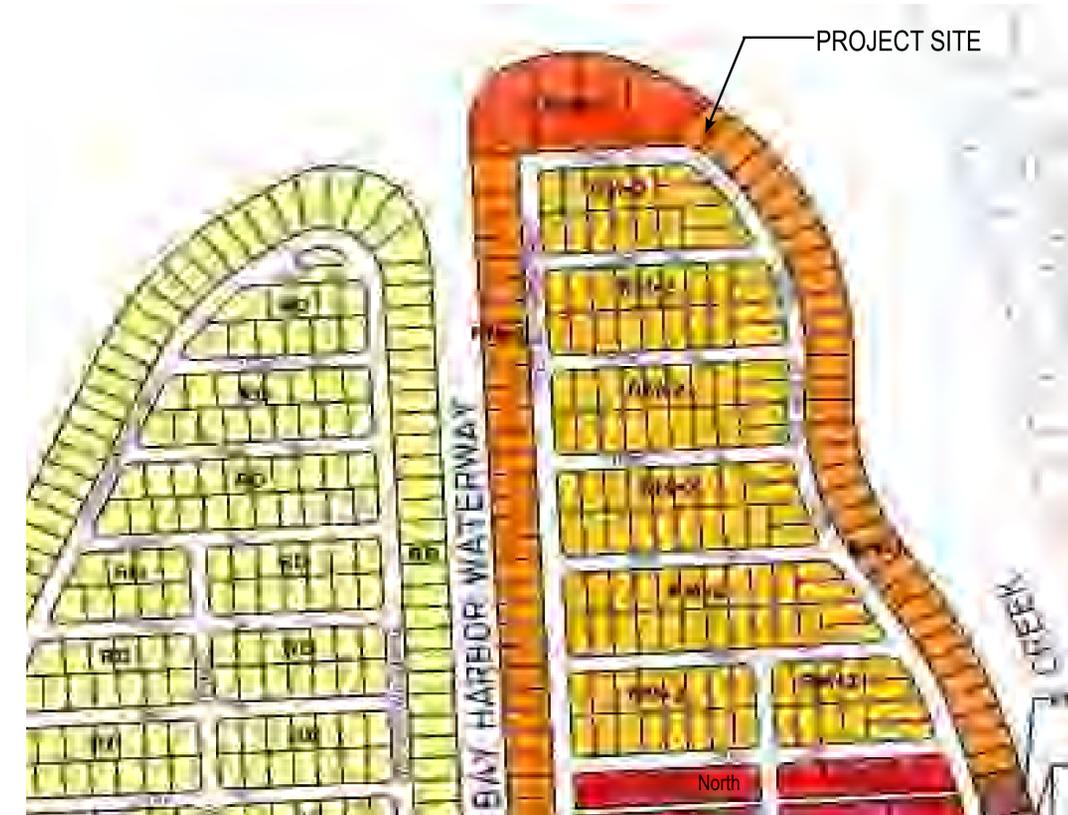
COMMUNITY NUMBER: 120637

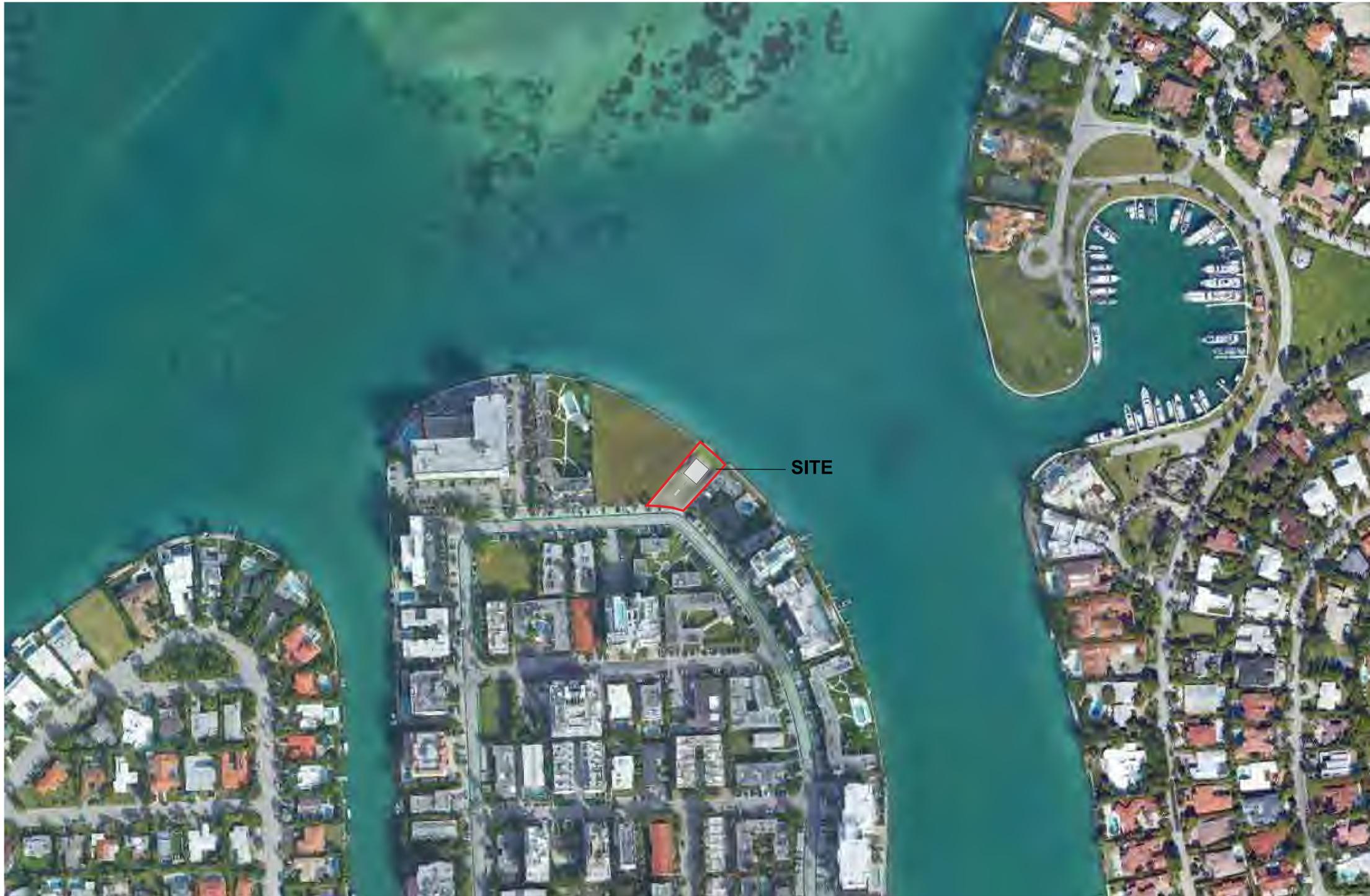
PANEL NUMBER: 0144

ZONE AE. +9'-10'

BFE = 10'

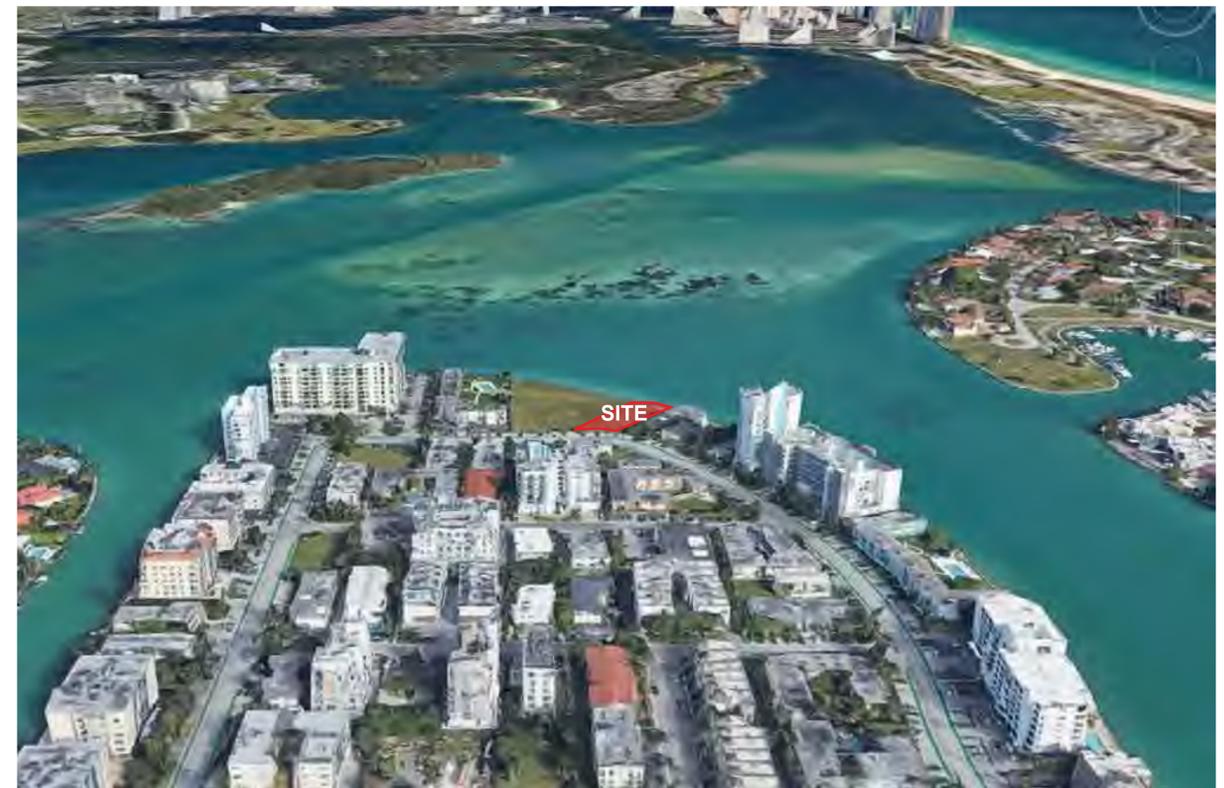
FEMA MAP EFFECTIVE DATE: 09/11/2009







VIEW 01 - LOOKING WEST



VIEW 02 - LOOKING NORTH



VIEW 03 - LOOKING EAST



VIEW 04 - LOOKING SOUTH



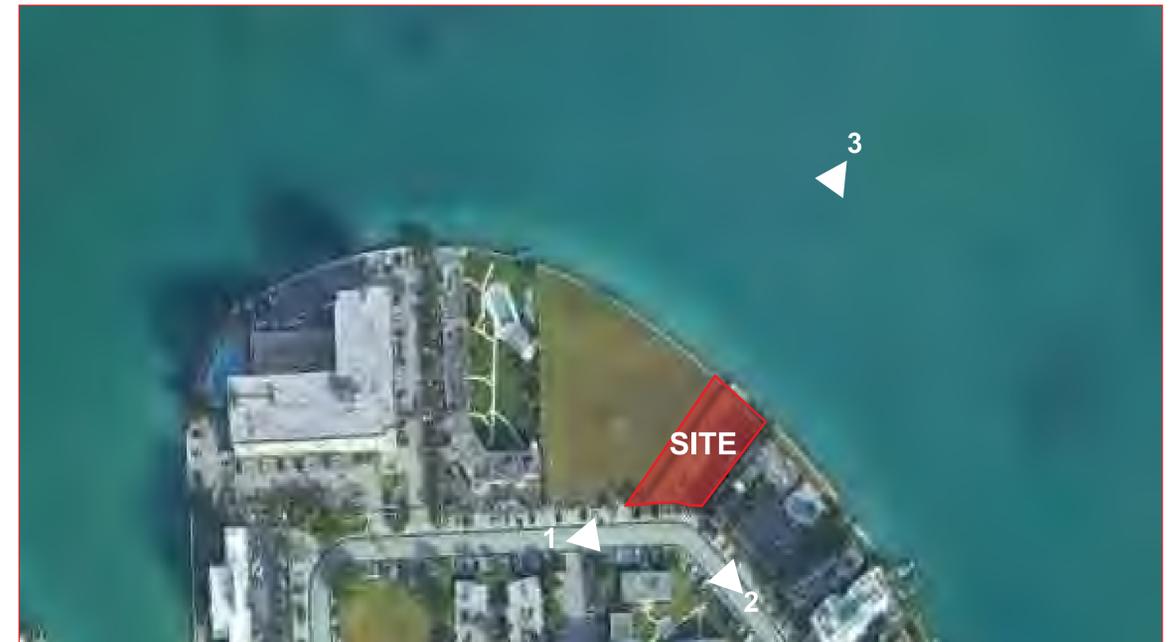
SITE STREET VIEW 01 - FROM SOUTHWEST



SITE STREET VIEW 02 - SOUTHEAST



SITE VIEW 03 - FROM NORTHWEST (BISCAYNE BAY)



KEY MAP



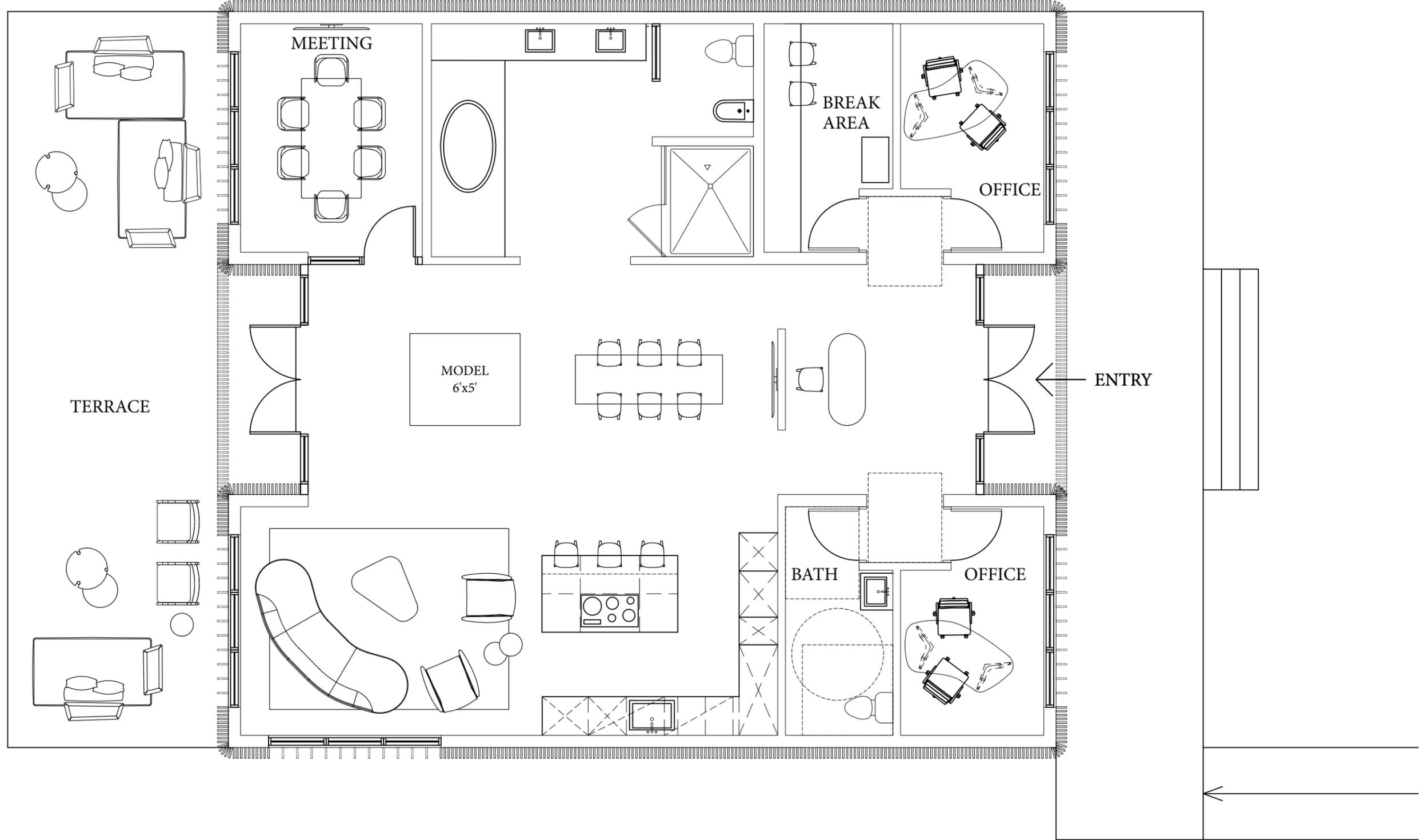
BISCAYNE BAY

103RD STREET



Finishings&Furniture | Reference images





Plan



Entrance



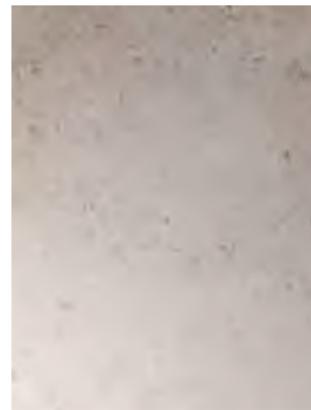
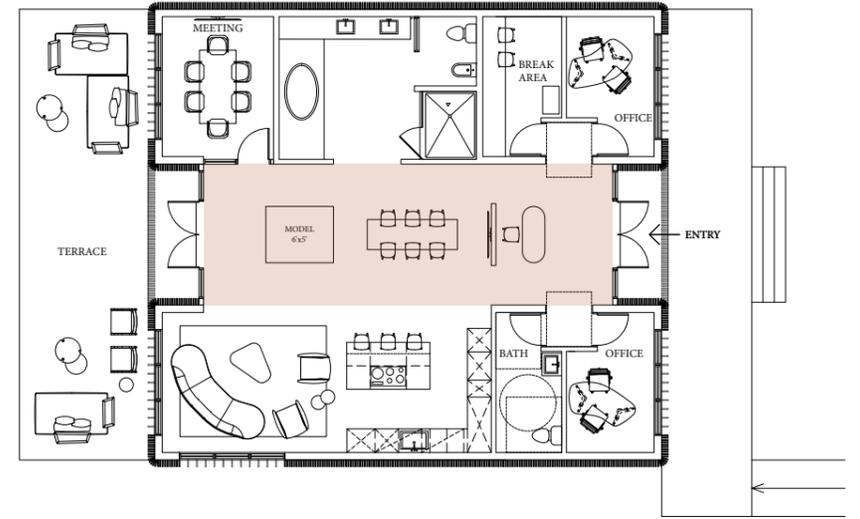
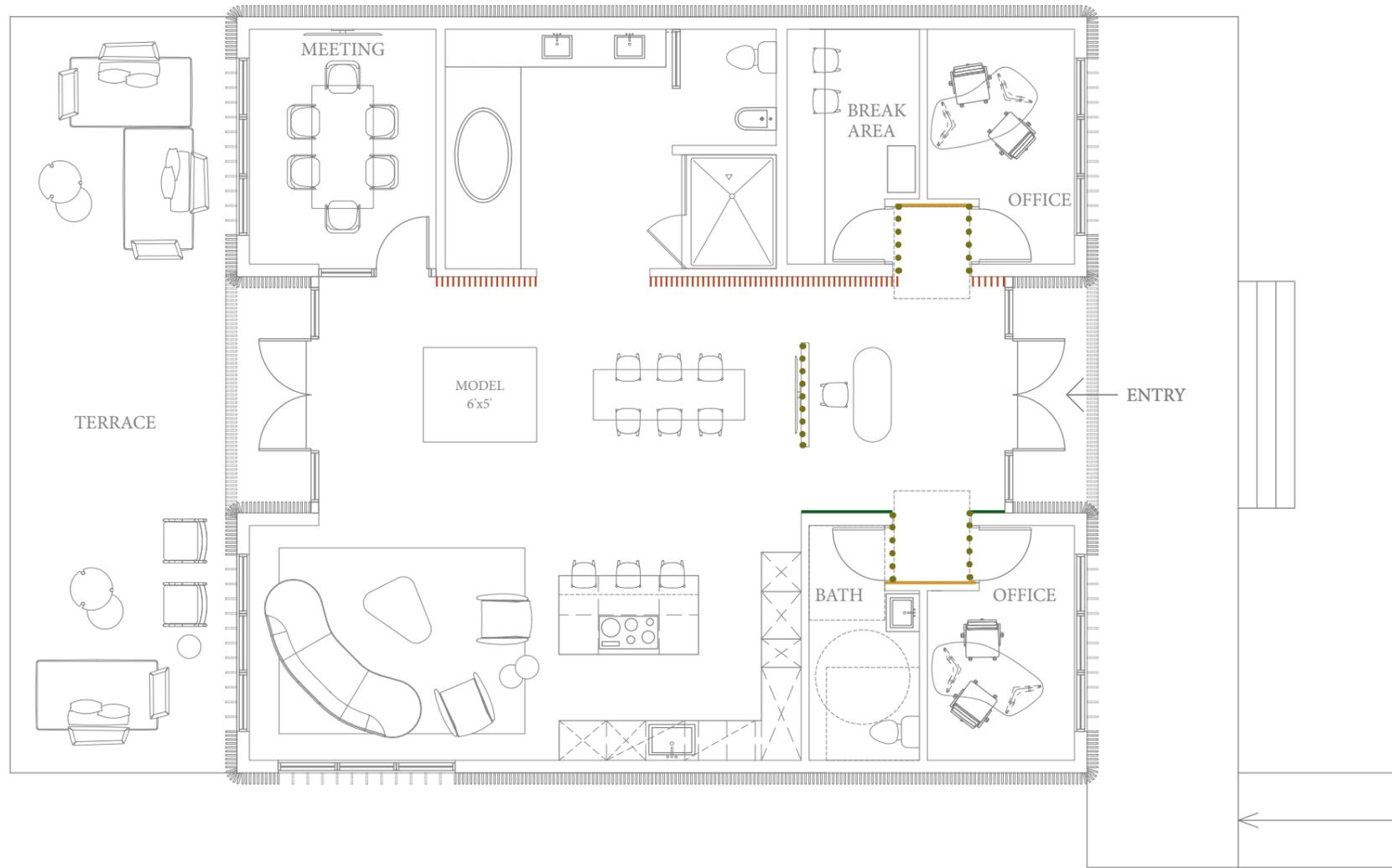
Living room



Model area



Meeting



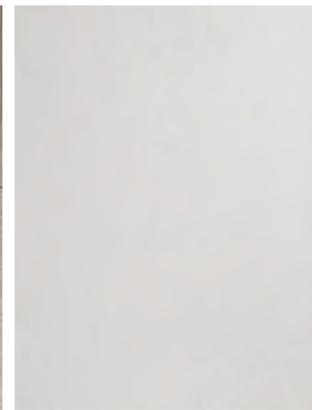
floor
limestone



wall
wood slats



wall
wood boiserie



wall
plaster



wall detail
plaster metal

PROJECT DATA

ZONING CLASSIFICATION

RM-1

LAND USE DESIGNATION

MULTIPLE FAMILY DISTRICT

LOT AREA

0.2986 ACRES (13,008 SF)

DENSITY ALLOWED:

34 DU/ACRE: $34 \times 0.2986 = 10$ UNITS

70 DU/ACRE W/TDR = $80 \times 0.2986 = 21$ UNITS

DENSITY PROPOSED:

N/A

SALES CENTER - TEMPORARY BUILDING

SETBACKS:

FRONT/FACING STREET

REQUIRED 20 FT

PROVIDED 76 FT 8 IN

REAR/WATER

REQUIRED 20 FT

PROVIDED 20 FT

SIDE

REQUIRED FROM 0'-30' = 10'-0"

PROVIDED FROM 0'-30' = 17'-9" E & AT 17'-1" W

MAX BUILDING COVERAGE

ALLOWED N/A

PROVIDED 13% Principal Structure Coverage

1,800 SF

BUILDING HEIGHT

1 STORY AT 11'-6" + ROOF PARAPET/STRUCTURE.

GREEN OPEN SPACE

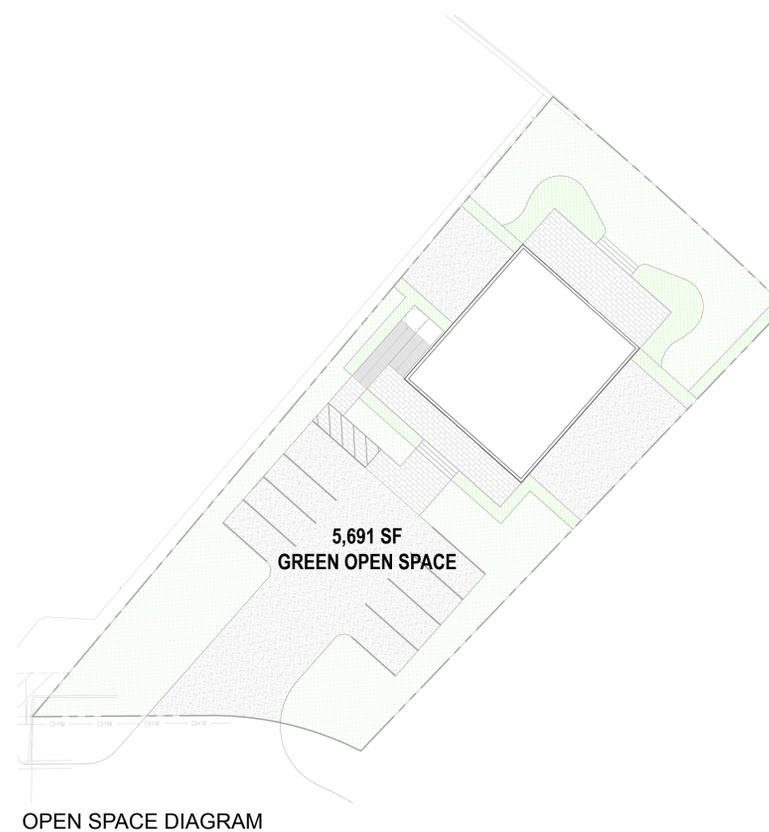
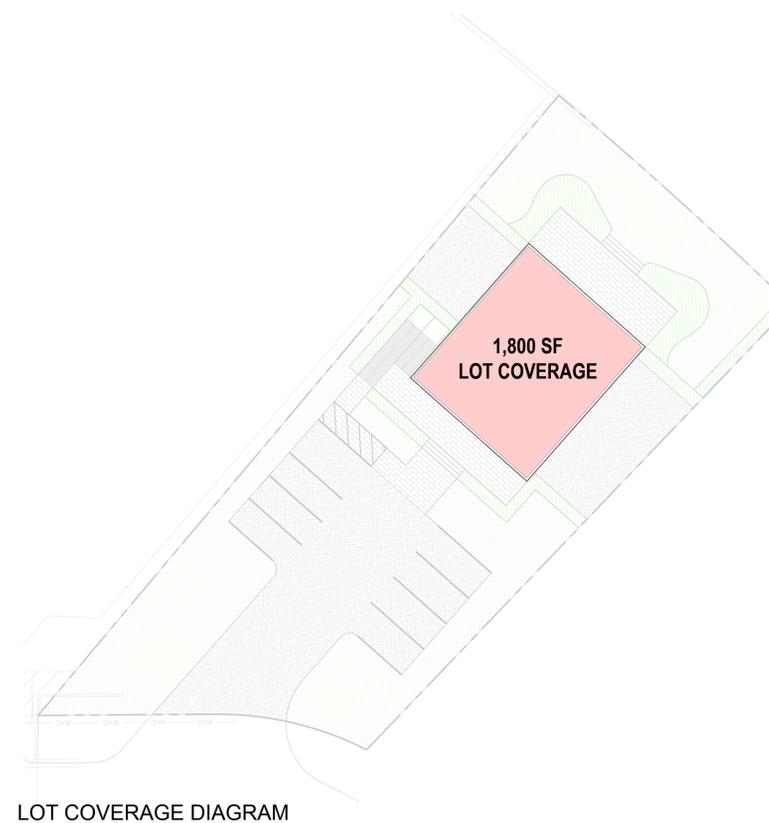
REQUIRED 2,602SF 20% MIN.

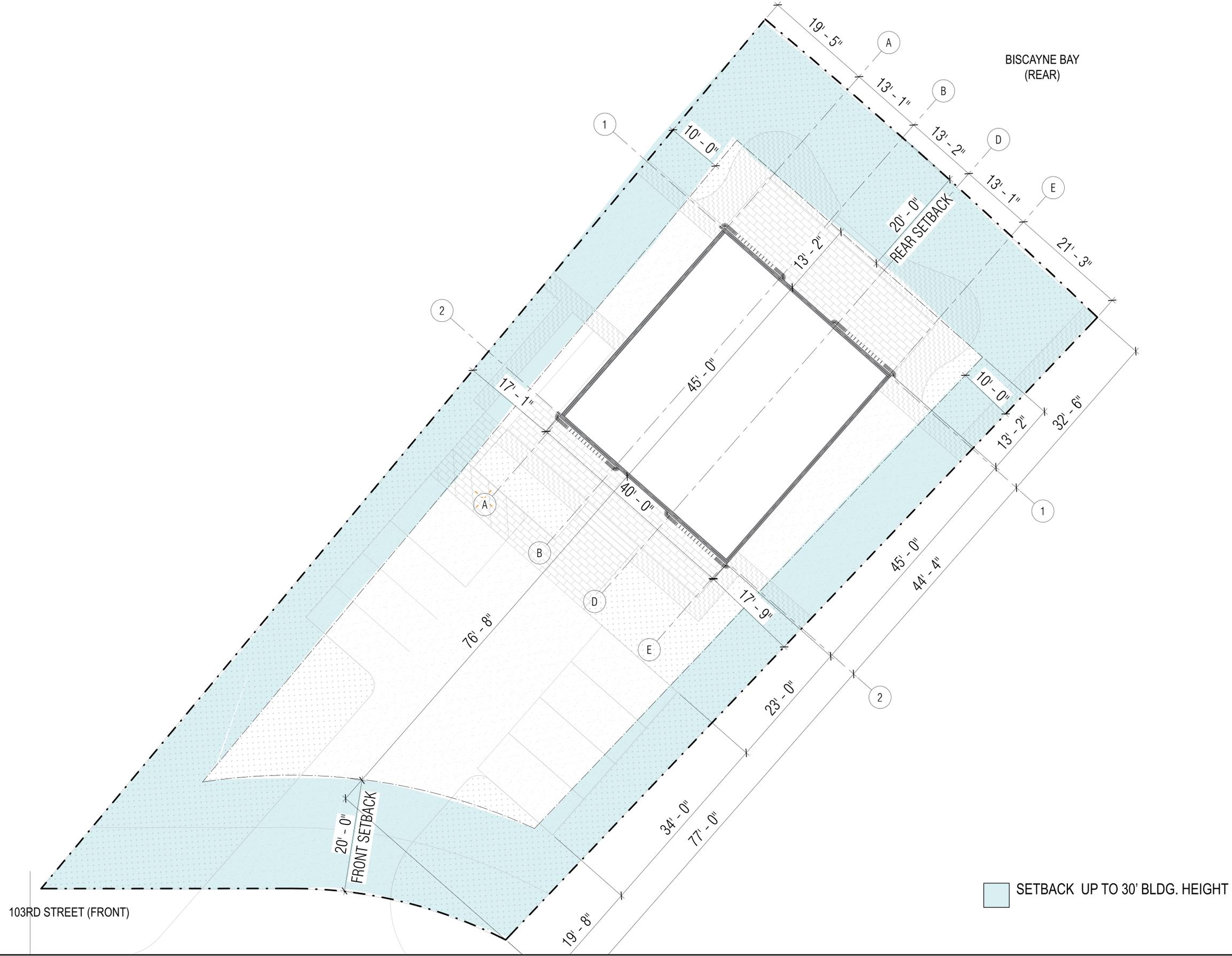
PROVIDED 5,691SF 43.75 %

PARKING

REQUIRED N/A

PROVIDED 8 PARKING SPACES







ARQUITECTONICA

ONDA SALES CENTER

10301 E Bay Harbor Dr., Bay Harbor Islands, FL 33154

NORTH ELEVATION



Scale: 3/32" = 1'

DATE:
04.29.2020

A2-01

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The data included in this study is conceptual in nature and will continue to be modified throughout the course of the projects development with the eventual integration of structural, MEP and life safety systems. As these are further refined, the numbers will be adjusted accordingly.



ARQUITECTONICA

ONDA SALES CENTER

10301 E Bay Harbor Dr., Bay Harbor Islands, FL 33154

SOUTH ELEVATION



Scale: 3/32" = 1'

DATE:
04.29.2020

A2-02

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ARQUITECTONICA

ONDA SALES CENTER

10301 E Bay Harbor Dr., Bay Harbor Islands, FL 33154

EAST ELEVATION



Scale: 3/32" = 1'

DATE:
04.29.2020

A2-03

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The data included in this study is conceptual in nature and will continue to be modified throughout the course of the projects development with the eventual integration of structural, MEP and life safety systems. As these are further refined, the numbers will be adjusted accordingly.



ARQUITECTONICA

ONDA SALES CENTER

10301 E Bay Harbor Dr., Bay Harbor Islands , FL 33154

WEST ELEVATION



Scale: 3/32" = 1'

DATE:
04.29.2020

A2-04

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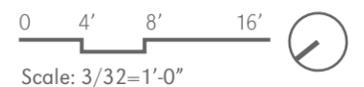
enea garden design

103rd bay street | sales center | overall plan

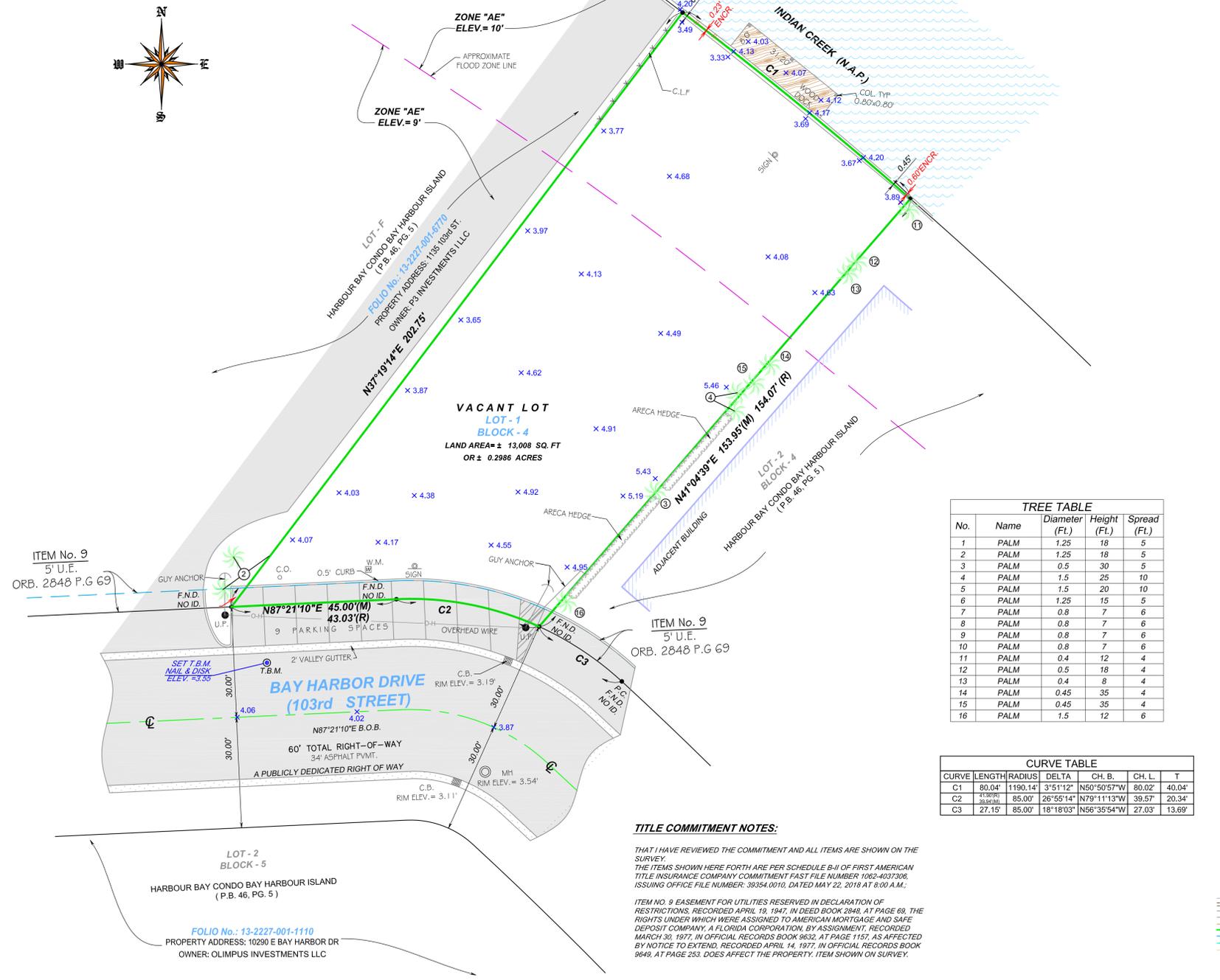
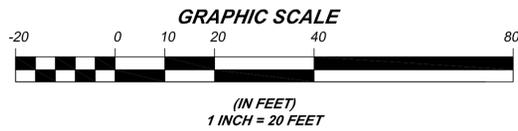
11/26/2019 rev 4



stone paver area calculation
 front: 979.50 sqft
 back: 563.63 sqft



MAP OF BOUNDARY SURVEY



ABBREVIATIONS

- A = ARC
- AC = AIR CONDITIONER PAD
- AE = ANCHOR EASEMENT
- AL = ALUMINUM ROOF
- AS = ALUMINUM SHED
- ASPH = ASPHALT
- BC = BLOCK CORNER
- BLDG = BUILDING
- BM = BENCHMARK
- B.C. = BROWARD COUNTY RECORDS
- B.O.B. = BASIS OF BEARING
- B.S.L. = BUILDING SETBACK LINE
- (C) = CALCULATED
- C.B. = CATCH BASIN
- C.B.S. = CONCRETE BLOCK STRUCTURE
- C.B.W. = CONCRETE BLOCK WALL
- CH = CHORD
- CH.B. = CHORD BEARING
- CH.L. = CHORD LENGTH
- CH.P. = CHORD POINT
- C.I.F. = CLEAN OUT
- C.L.F. = CANAL LINE FENCE
- C.M.E. = CANAL MAINTENANCE EASEMENT
- C.M.C. = CONCRETE
- C.U.P. = CONCRETE UTILITY POLE
- C.P. = CONCRETE POND
- C.S. = CONCRETE SLAB
- C.W. = CONCRETE WALK
- D.E. = DRAINAGE EASEMENT
- D.M.E. = DRAINAGE MAINTENANCE EASEMENT
- DRIVE = DRIVEWAY
- DESSES = DESESS
- EB = ELECTRIC BOX
- E.T.P. = ELECTRIC TRANSFORMER PAD
- ELEV. = ELEVATION
- ENCR. = ENCROACHMENT
- ENCR. = ENCROACHMENT
- F.H. = FIRE HYDRANT
- F.I.P. = FOUND IRON PIPE
- F.I.R. = FOUND IRON ROD
- F.F.E. = FINISHED FLOOR ELEVATION
- F.I.D. = FOUND NAIL & DISK
- FT. = FEET
- F.N.P. = FEDERAL NATIONAL INSURANCE PROGRAM
- F.N. = FOUND NAIL
- H.O.H. = HIGH OF HEIGHT
- M.A.E.G. = MANSION AND EGRESS EASEMENT
- I.C.V. = IRRIGATION CONTROL VALVE
- I.P. = IRON PIPE
- L.B. = LICENSED BUSINESS
- L.P. = LICENSED BUSINESS
- L.F.E. = LOWEST FLOOR ELEVATION
- L.M.E. = LAKE MAINTENANCE EASEMENT
- M. = MINUTES
- M.D. = MEASURED DISTANCE
- M.B. = MAIL BOX
- M.D.C. = MIAMI-DADE COUNTY RECORDS
- M.E. = MAINTENANCE EASEMENT
- M.H. = MANTLE
- N.A.P. = NOT A PART OF
- NOVD = NATIONAL GEODETIC VERTICAL DATUM
- N.T.S. = NOT TO SCALE
- N.P. = NUMBER
- OS = OFFSET
- OH = OVERHEAD
- OH.L. = OVERHEAD UTILITY LINES
- O.R.B. = OFFICIAL RECORDS BOOK
- O.V. = OVERLAY
- P.M.T. = PAVEMENT
- PL = PROPERTY LINE
- P.L. = PROPERTY LINE
- P.C. = POINT OF COMPOUND CURVATURE
- P.C. = POINT OF CURVATURE
- P.O.C. = POINT OF COMMENCEMENT
- P.O.C. = POINT OF COMMENCEMENT
- P.O.B. = POINT OF BEGINNING
- P.A.C. = POINT OF REVERSE CURVATURE
- P.M.V. = PERMANENT REFERENCE MONUMENT
- P.L.S. = PROFESSIONAL LAND SURVEYOR
- P.P. = POWER POLE
- P.F.S. = POOL PUMP SUB
- P.U.E. = PUBLIC UTILITY EASEMENT
- R. = RECORD DISTANCE
- R.R. = ROAD RIGHT
- RES. = RESIDENCE
- R.W. = RIGHT-OF-WAY
- RAD. = RADIUS OR RADIAL
- RANGE = RANGE
- R.O.E. = ROOF OVERHANG EASEMENT
- SEC. = SECTION
- STY. = STORY
- SWK. = SIDEWALK
- S.I.P. = SET IRON PIPE
- S. = SOUTH
- S.P. = SCREENED PORCH
- S.V. = SCHED VALVE
- " = SECONDS
- T. = TANGENT
- T.B. = TELEPHONE BOOTH
- T.B.M. = TEMPORARY BENCHMARK
- T.U.E. = TECHNOLOGY UTILITY EASEMENT
- T.S.P. = TRAFFIC SIGNAL BOX
- T.S.P. = TRAFFIC SIGNAL POLE
- TWP. = TOWNSHIP
- U.T.L. = UTILITY
- U.E. = UTILITY EASEMENT
- U.P. = UTILITY POLE
- W.M. = WATER METER
- W.F. = WOOD FENCE
- W.P. = WOOD PORCH
- W.R. = WOOD ROOF
- W.V. = WATER VALVE
- W. = MONUMENT LINE
- ∠ = CENTER LINE
- ∠ = DELTA

TREE TABLE

| No. | Name | Diameter (Ft.) | Height (Ft.) | Spread (Ft.) |
|-----|------|----------------|--------------|--------------|
| 1 | PALM | 1.25 | 18 | 5 |
| 2 | PALM | 1.25 | 18 | 5 |
| 3 | PALM | 0.5 | 30 | 5 |
| 4 | PALM | 1.5 | 25 | 10 |
| 5 | PALM | 1.5 | 20 | 10 |
| 6 | PALM | 1.25 | 15 | 5 |
| 7 | PALM | 0.8 | 7 | 6 |
| 8 | PALM | 0.8 | 7 | 6 |
| 9 | PALM | 0.8 | 7 | 6 |
| 10 | PALM | 0.8 | 7 | 6 |
| 11 | PALM | 0.4 | 12 | 4 |
| 12 | PALM | 0.5 | 18 | 4 |
| 13 | PALM | 0.4 | 8 | 4 |
| 14 | PALM | 0.45 | 35 | 4 |
| 15 | PALM | 0.45 | 35 | 4 |
| 16 | PALM | 1.5 | 12 | 6 |

CURVE TABLE

| CURVE | LENGTH | RADIUS | DELTA | CH. B. | CH. L. | T |
|-------|--------|-----------|-------------|-------------|--------|--------|
| C1 | 80.04' | 1190.14' | 3°51'12" | N50°50'57"W | 80.02' | 40.04' |
| C2 | 85.00' | 26°55'14" | N79°11'13"W | 39.57' | 20.34' | |
| C3 | 27.15' | 85.00' | 18°18'03" | N56°35'54"W | 27.03' | 13.69' |

TITLE COMMITMENT NOTES:

THAT I HAVE REVIEWED THE COMMITMENT AND ALL ITEMS ARE SHOWN ON THE SURVEY.

THE ITEMS SHOWN HERE FORTH ARE PER SCHEDULE B-II OF FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT FAST FILE NUMBER 1062-4037306, ISSUING OFFICE FILE NUMBER: 39354.0010, DATED MAY 22, 2019 AT 8:00 A.M.;

ITEM NO. 9 EASEMENT FOR UTILITIES RESERVED IN DECLARATION OF RESTRICTIONS, RECORDED APRIL 19, 1947, IN DEED BOOK 2848, AT PAGE 69, THE RIGHTS UNDER WHICH WERE ASSIGNED TO AMERICAN MORTGAGE AND SAFE DEPOSIT COMPANY, A FLORIDA CORPORATION, BY ASSIGNMENT, RECORDED MARCH 30, 1977, IN OFFICIAL RECORDS BOOK 9632, AT PAGE 1167, AS AFFECTED BY NOTICE TO EXTEND, RECORDED APRIL 14, 1977, IN OFFICIAL RECORDS BOOK 9649, AT PAGE 253, DOES AFFECT THE PROPERTY. ITEM SHOWN ON SURVEY.

LEGAL DESCRIPTION:
LOT 1, BLOCK 4, BAY HARBOR ISLAND, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46, AT PAGE 5, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

PROPERTY ADDRESS:
10301 E BAY HARBOR DR, MIAMI, FLORIDA 33154

CERTIFICATION:
CONGRESS BHE LLC, A DELAWARE LIMITED LIABILITY COMPANY

LEGAL NOTES TO ACCOMPANY SKETCH OF SURVEY:

- THERE MAY BE EASEMENTS RECORDED IN THE PUBLIC RECORDS NOT SHOWN ON THIS SURVEY.
- THE PURPOSE OF THIS SURVEY IS FOR USE IN OBTAINING TITLE INSURANCE AND FINANCING AND SHOULD NOT BE USED FOR CONSTRUCTION PURPOSES.
- EXAMINATIONS OF THE ABSTRACT OF TITLE WILL HAVE TO BE MADE TO DETERMINE RECORDED INSTRUMENTS, IF ANY, AFFECTING THE PROPERTY.
- THIS SURVEY IS SUBJECT TO DEDICATIONS, LIMITATIONS, RESTRICTIONS, RESERVATIONS OR EASEMENTS OF RECORD.
- LEGAL DESCRIPTIONS PROVIDED BY CLIENT OR ATTESTING TITLE COMPANY.
- BOUNDARY SURVEY MEANS A DRAWING AND/OR A GRAPHIC REPRESENTATION OF THE SURVEY WORK PERFORMED IN THE FIELD, COULD BE DRAWN AT A SHOWN SCALE AND/OR NOT TO SCALE; THE WALLS OR FENCES MAY BE EXAGGERATED FOR CLARITY PURPOSES.
- EASEMENTS AS SHOWN ARE PER PLAT BOOK, UNLESS DEPICTED OTHERWISE.
- THE TERM "ENCROACHMENT" MEANS VISIBLE AND ABOVE GROUND ENCROACHMENTS.
- ARCHITECTS SHALL VERIFY ZONING REGULATIONS, RESTRICTIONS, SETBACKS AND WILL BE RESPONSIBLE FOR SUBMITTING PLAT PLANS WITH CORRECT INFORMATION FOR "APPROVAL FOR AUTHORIZATION" TO THE PROPER AUTHORITIES IN NEW CONSTRUCTION.
- UNLESS OTHERWISE NOTED, THIS FIRM HAS NOT ATTEMPTED TO LOCATE FOOTING AND/OR FOUNDATIONS.
- FENCE OWNERSHIP NOT DETERMINED.
- THIS PLAN OF SURVEY, HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON, THE CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED PARTY.

FLOOD ZONE INFORMATION:

THE NEIP FLOOD MAPS HAVE DESIGNATED THE HEREIN DESCRIBED LAND TO BE SITUATED IN FLOOD ZONE: "SEE NOTE 4"

BASE FLOOD ELEVATION: "SEE NOTE 4"

COMMUNITY: 120637

PANEL: 0144

SUFFIX: L

DATE OF FIRM: 09/11/2009

THE SUBJECT PROPERTY DOES LIE IN A SPECIAL FLOOD HAZARD AREA.

SURVEYOR'S NOTES:

1. IF SHOWN, BEARINGS ARE REFERRED TO AN ASSUMED MERIDIAN, BY SAID PLAT IN THE DESCRIPTION OF THE PROPERTY, IF NOT, BEARINGS ARE THEN REFERRED TO COUNTY, TOWNSHIP MAPS.
2. THE CLOSURE IN THE BOUNDARY SURVEY IS ABOVE 1:7500 FT.
3. CERTIFICATE OF AUTHORIZATION LB # 7806.
4. THE SUBJECT PROPERTY LIES WITHIN TWO FLOOD ZONES, "AE" ELEV. 9 FEET AND "AE" ELEV. 10 FEET.
5. ALL ELEVATIONS SHOWN ARE REFERRED TO NATIONAL GEODETIC VERTICAL DATUM OF 1929 MIAMI-DADE COUNTY BENCH MARK #R-243, LOCATOR NO. 22225W; ELEVATION IS 8.61 FEET OF N.G.V.D. OF 1929.

SURVEYOR'S CERTIFICATION:

THEREBY CERTIFY: THIS "BOUNDARY SURVEY" OF THE PROPERTY DESCRIBED HEREON, HAS RECENTLY BEEN SURVEYED AND DRAWN UNDER MY SUPERVISION, AND COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 51-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO §21.07, FLORIDA STATUTES.

BY: **06/22/2018**
CARLOS IBARRA (DATE OF FIELD WORK)

PROFESSIONAL LAND SURVEYOR NO. 6770 STATE OF FLORIDA
(NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER)

REVISED ON: 06/26/2018 UPDATE SURVEY

REVISED ON: 02/19/2018 UPDATE SURVEY

REVISED ON: 08/15/2017 UPDATE SURVEY

REVISED ON: 12/22/2016 ALTA SURVEY

REVISED ON: 08/02/2016 UPDATE SURVEY

| | |
|--------------------|-------------|
| DRAWN BY: | FRANK |
| FIELD DATE: | 06/22/2018 |
| SURVEY NO.: | 15-004472-7 |
| SHEET: | 1 OF 1 |

L.B.# 7806 SEAL

FOR REFERENCE ONLY, NOT PREPARED BY ARQ.

Exhibit D



Town of Bay Harbor Islands
Building Department

Certificate of Occupancy

Date Issued: 08/11/2021

Property Address: 10301 East BAY HARBOR Drive, Bay Harbor Islands, FL 33154-1298

Folio Number: 1322270010800

Lot: 1

Block: 4

Plat Book: 46

Page Number: 5

Contractor: Timothy J Wensing CMC Construction, Inc.

CC#: Miami Dade 4568813

Mailing Address: 1550 Biscayne Boulevard Miami, FL 33132

Occupancy Group: B - Business

Sq Ft: 1,853

Type of Construction: Type VB

Description: **Temporary Building and Paved Parking - Sales Center for ONDA Project**

Master Permit Number: B20-000255

Owner: CONGRESS BHN LLC

Owner Address: 181 NEWBURY STREET, 6TH FLOOR
BOSTON, MA 02116 BOSTON MA 02116

The Building Department has been provided with documentation of the as-built lowest floor elevation and is retained in the records of the building department.

Base Flood Elevation: 10.0' AE

Lowest Floor Elevation: 11.02' AE

FBC Edition: FBC 2020 7th Edition

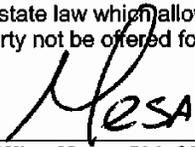
Occupant Load: B1

Automatic Sprinkler System Provided: No

Any Special stipulations and conditions of the building permit: None

This Certificate of Occupancy is issued only upon the express provision that the applicant will comply with all of the Zoning Ordinances and all Ordinances or Building Codes of the Town of the Bay Harbor pertaining to the erection, construction or remodeling of buildings or structures. This also certifies that the electrical, plumbing, mechanical and protection systems have been inspected and approved. The issuance of this Certificate grants permission to occupy and use the property only for the use indicated. Any change in use will require a new Certificate.

This permit was issued under an exception to the state law which allows owners of property to act as their own contractor on one or two family dwellings. The exception requires that the property not be offered for sale or lease within one (1) year after completion.



Mike. Mesa, Chief Building Official

This is a valuable document. Keep it in a safe place.

Exhibit E

VIA E-MAIL

Ms. Maria Lasday
Town Manager
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, Fl 33154

RE: Onda Temporary Sales Office Extension

Dear Ms. Lasday,

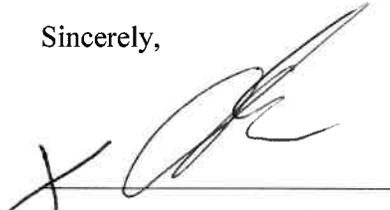
I am writing on behalf of **10301 BAY HARBOR DEVELOPMENT LLC** ("BHD") the owner of the property located at 10301 E Bay Harbor Drive, in Bay Harbor Islands, Florida (the "Property"; folio: 13-2227-001-0800).

BHD has entered into a lease with **B H Investment LLC** ("BHI"), owners of the property located at 1135 103rd Street, in Bay Harbor Islands, Florida for the purpose of allowing BHI to maintain a temporary sales office at the Property.

The temporary sales office at the Property was originally approved by the town council in 2020, but BHD recognizes that an extension is required. Please accept this letter as consent by BHD to allow BHI to proceed with seeking the extension request and approval from the town council to continue the temporary sales office at the Property.

Should you have any questions, please do not hesitate to reach me at 312-914-0224

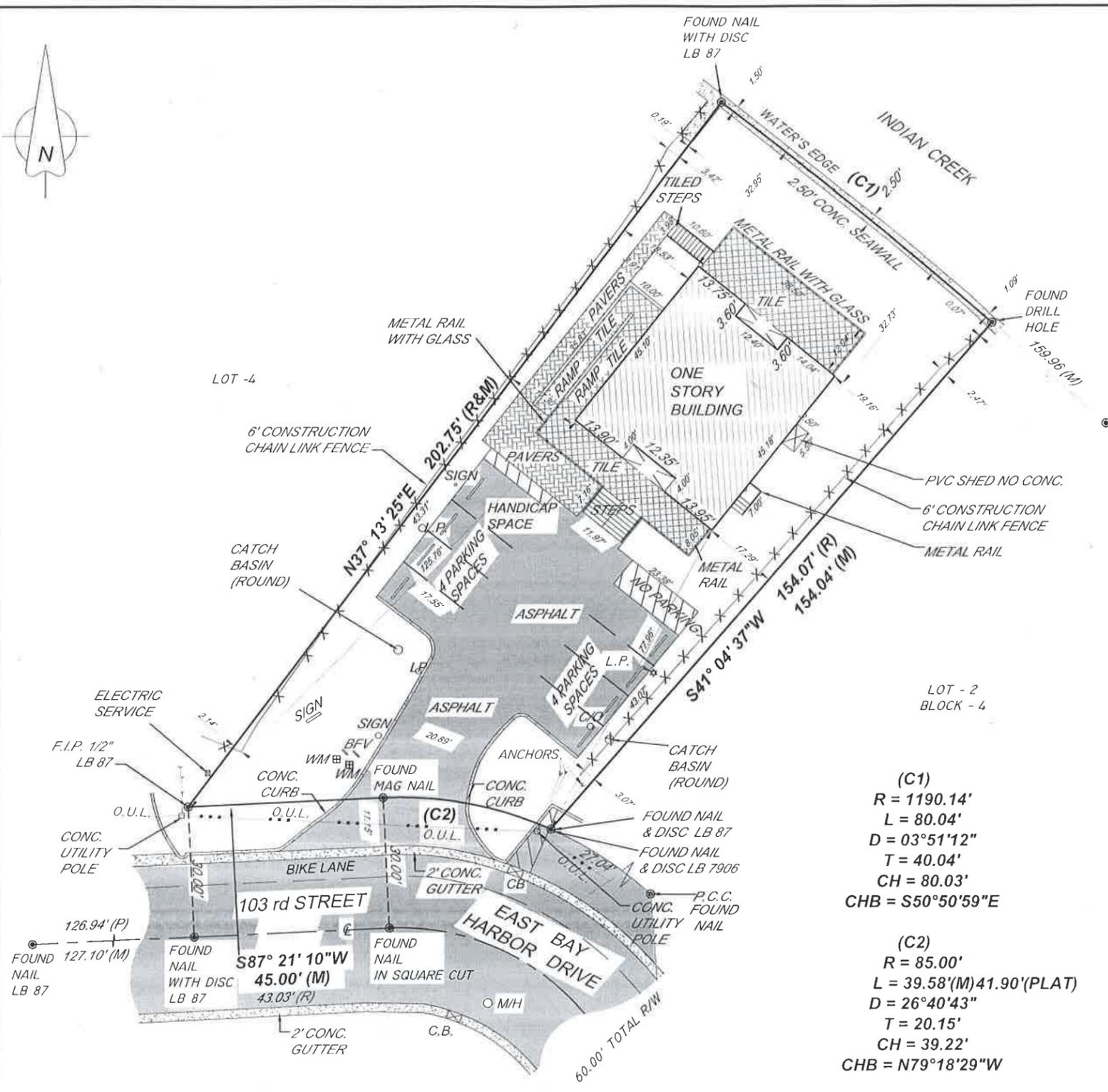
Sincerely,



Manager

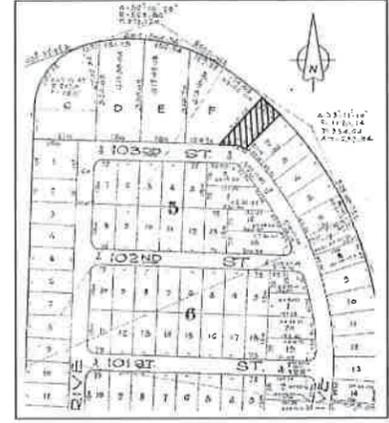
10-6-2022

Schedule “C”



LOCATION SKETCH

NOT TO SCALE



LEGAL DESCRIPTION:

LOT 1, BLOCK 4, BAY HARBOR ISLAND, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 46, AT PAGE 5, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

SURVEYOR'S NOTES:

- 1) NOT VALID UNLESS SIGNATURE IS EMBOSSED WITH THE REGISTERED LAND SURVEYOR'S SEAL.
- 2) LEGAL DESCRIPTION PROVIDED BY OTHERS.
- 3) PROPERTIES SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS OR OTHER RECORDED ENCUMBRANCES NOT SHOWN ON THE PROPERTY PLAT OF RECORD.
- 4) MEASUREMENTS TO WOOD FENCES ARE TO OUTSIDE OF WOOD.
- 5) UNDERGROUND UTILITIES, FOUNDATIONS, OR OTHER IMPROVEMENTS, IF ANY, WERE NOT LOCATED.
- 6) ELEVATIONS, IF SHOWN ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM 1929.
- 7) FENCE OWNERSHIP NOT DETERMINED UNLESS OTHERWISE NOTED.
- 8) MEASUREMENTS TO WIRE FENCES ARE TO CENTER OF WIRE.
- 9) WALL MEASUREMENTS ARE TO/FROM FACE OF WALL.
- 10) DRAWING DISTANCE BETWEEN WALLS AND/OR FENCES AND PROPERTY LINES MAY BE EXAGGERATED FOR CLARITY.
- 11) FLOOD ZONE INFORMATION WAS DERIVED FROM FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INFORMATION RATE MAPS
- 12) BEARINGS IF ANY SHOWN ARE BASED ON PLAT MERIDIAN AT: SOUTHEASTERLY LINE OF SUBJECT LOT= (S41° 04' 37\"/>

CERTIFIED TO:
CONGRESS BHN LLC.

(C1)
R = 1190.14'
L = 80.04'
D = 03°51'12"
T = 40.04'
CH = 80.03'
CHB = S50°50'59\"/>

(C2)
R = 85.00'
L = 39.58'(M)41.90'(PLAT)
D = 26°40'43"
T = 20.15'
CH = 39.22'
CHB = N79°18'29\"/>

| LEGEND | | SYMBOLS | |
|----------------------------------|---------------------------------------|--------------------------------------|--------------------------|
| A/C AIR CONDITIONER | I.C.V. IRRIGATION CONTROL VALVE | P.C.P. PERMANENT CONTROL POINT | W/M WATER METER |
| AVE AVENUE | I.P. IRON PIPE | PLS PROFESSIONAL LAND SURVEYOR | W.V. WATER VALVE |
| BLVD. BOULEVARD | FPL FLORIDA POWER & LIGHT | PSM PROFESSIONAL SURVEYOR AND MAPPER | W.U.P. WOOD UTILITY POLE |
| BM BENCH MARK | F.I.P. FOUND IRON PIPE | PL PROPERTY LINE | |
| CATV CABLE TELEVISION BOX | F.I.R. FOUND IRON ROD | P.O.B. POINT OF BEGINNING | |
| C.B. CATCH BASIN | FND. FOUND | P.O.C. POINT OF COMMENCEMENT | |
| CBS CONCRETE BLOCK STRUCTURE | L ARC LENGTH | P.R.C. POINT OF REVERSE CURVATURE | |
| CHB CHORD BEARING | (L) LEGAL | P.R.M. PERMANENT REFERENCE MONUMENT | |
| CH CHORD DISTANCE | L.P. LIGHT POLE | P.T. POINT OF TANGENCY | |
| COR CORNER | LB LICENSED BUSINESS | R RADIUS | |
| CT COURT | LS LAND SURVEYOR | (R) RECORD | |
| CL CENTERLINE | (M) MEASURED | R.E. RIM ELEVATION | |
| CL CLEAR | NAVD NORTH AMERICAN VERTICAL DATUM | R/W RIGHT-OF-WAY | |
| CONC. CONCRETE | NGVD NATIONAL GEODETIC VERTICAL DATUM | SAN. SANITARY | |
| C.O. CLEAN OUT | NO ID. NOT IDENTIFIABLE | S.I.P. SET IRON PIPE | |
| E.B. ELECTRIC BOX | NO. NUMBER | S.I.R. SET IRON ROD | |
| ELEV. ELEVATION | NTS NOT TO SCALE | ST. STREET | |
| ENCR. ENCROACHMENT | O.R.B. OFFICIAL RECORD BOOK | T TANGENT | |
| E.R.P. ELEVATION REFERENCE POINT | ON/PL ON PROPERTY LINE | T.B.M. TEMPORARY BENCH MARK | |
| F.F. FINISH FLOOR | O.U.L. OVERHEAD UTILITY LINES | TEL TELEPHONE | |
| F.H. FIRE HYDRANT | P.C. POINT OF CURVATURE | TYP. TYPICAL | |
| | P.C.C. POINT OF COMPOUND CURVATURE | U.E. UTILITY EASEMENT | |

| | |
|--|-----------------------------------|
| FLOOD ZONE: AE | PROPERTY OF: CONGRESS BHN LLC. |
| MAP & PANEL = 12086C0144 | 10301 EAST BAY HARBOR DRIVE, |
| COMMUNITY No.: 120637 | BAY HARBOR ISLANDS, FLORIDA 33154 |
| SUFFIX: L | |
| DATE OF FIRM: 09/11/2009 | |
| BASE ELEV.= +9/10 NGVD 1929 | |
| L.F. ELEV. = 11.01 NOTES LOWEST HABITABLE FLOOR ELEVATION. | |
| ELEVATIONS SHOWN REFER TO N.G.V.D. 1929. | |
| LOWEST ADJACENT GRADE = 5.10 | |
| B.M.# S-243 ELEV. = 11.77 (MIAMI-DADE COUNTY) | |
| GARAGE ELEV.= N/A | |
| E.R.P.= 3.44 | |



A BOUNDARY SURVEY

I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY WAS MADE UNDER MY SUPERVISION AND MEETS STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050 THROUGH 5J-17.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND, THAT THE SKETCH HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

FRANCISCO F. FAJARDO
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER
REGISTRATION NO. 4767.

PROFESSIONAL SURVEYING AND MAPPING
LANNES AND GARCIA, INC.
LB # 2098
FRANCISCO F. FAJARDO PSM # 4767 (QUALIFIER)
4967 SW 75th AVENUE,
MIAMI, FLORIDA 33155
PH (305) 666-7909 FAX (305) 442-2530

| | | | |
|------------------------|-----------------|---------------|------------------|
| FIELD DATE: 02/03/2022 | SCALE: 1" = 30' | DRAWN BY: TJJ | DWG. No.: 269141 |
|------------------------|-----------------|---------------|------------------|

AGENDA ITEM REPORT

May 10, 2023

ITEM NUMBER: 18.

ITEM: Consideration and Approval of a request to issue a Request for Qualifications (RFQ) for qualified, experienced, and licensed firm/s to provide a Design Criteria Package for the design of a new 6-story building garage and a new Town Hall.

DESCRIPTION:

The Town of Bay Harbor Islands is actively seeking qualified, experienced, and licensed firm(s) to provide a Design Criteria Package for the design of a new garage and town hall. The work to be accomplished under this contract includes, but is not limited to, preparation of a design criteria package for the replacement of the town hall and a new six-story building-garage. The selected consultant will prepare 30% of the design plans and specifications. The preliminary drawings and specifications, which describe all significant systems, elements, details, components, materials, equipment, and any other information necessary for the design/build (D/B) contractor to develop and finalize the design and construction.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

There is no cost to solicit RFQ's.

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

None

AGENDA ITEM REPORT

May 10, 2023

ITEM NUMBER: 19.

ITEM: Consideration and Approval of a request by Bay Harbor Islands Property Owner I LLC and Bay Harbor Islands II LLC to amend Paragraph 6(e) of the Parking Trust Agreements for the La Baia South and the La Baia North projects.

DESCRIPTION:

The Applicants are at the final stages of seeking critical construction financing to build La Baia South and La Baia North, and the lender needs confirmation that the Agreements may be transferred, in the limited and unlikely circumstance, of a foreclosure process, whether resulting in a foreclosure action or settlement, without need for subsequent new owner to seek re-approval of the Agreements.

RECOMMENDED ACTION:

Council's Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

| | |
|----|---|
| 1. | Letter to Town RE La Baia South and North Parking Trust Agreements 5.3.23 REVISED |
| 2. | Exhibits for Letter RE La Baia South and North Parking Trust Agreements 5.3.23 |
| 3. | Lender Email RE Parking Trust Agreements Amendments 5.4.23 |



200 S. Biscayne Boulevard
Suite 300, Miami, FL 33131

www.brzoninglaw.com

305.377.6236 office

305.377.6222 fax

mamster@brzoninglaw.com

VIA ELECTRONIC MAIL

May 3, 2023

Maria Lasday, Town Manager
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

RE: Request for Parking Trust Agreement Amendment for La Baia
South and La Baia North Projects

Dear Ms. Lasday:

Our firm represents Bay Harbor Islands Property Owner I LLC and Bay Harbor Islands Property Owner II LLC (the "Applicants") in connection with the redevelopments of the properties located at 9201 East Bay Harbor Drive ("La Baia South") and 9481 East Bay Harbor Drive ("La Baia North") (also referred to as the "Properties") in the Town of Bay Harbor Islands (the "Town"), Florida. See Exhibit A, Property Appraiser Records.

Please accept this letter as the Applicants' formal request to amend Paragraph 6(e) of the Parking Trust Agreements (the "Agreements") for the La Baia South and La Baia North projects. Specifically, the Applicants are at the final stages of seeking critical construction financing to build La Baia South and La Baia North, and the lender needs confirmation that the Agreements may be transferred, in the limited and unlikely circumstance, of a foreclosure process, whether resulting in a foreclosure action or settlement, without need for subsequent new owner to seek re-approval of the Agreements.

History. La Baia South and La Baia North (also referred to as the "Projects") have a long history in the Town dating back to 2012 and 2013 when the Island House and Royale House, as the Projects were formerly known, secured original site development plan approvals. The Project's approvals were kept valid through a series of state of emergency extensions. In 2021, the Applicants purchased the Properties and sought modifications to the original

approved plans to bring the Projects into alignment with the current market and FEMA flood requirements. On January 4th, 2022, the Town's Design Review Board ("DRB") approved the La Baia South Project via Resolution No. 2247. See Exhibit B, La Baia South Site Plan Approval Resolution. On June 29, 2022, the Town Council approved the La Baia North Project via Resolution No. 2262A. See Exhibit C, Resolution No. 2262A, La Baia North Site Plan Approval.

Both Projects also secured approvals of Parking Trust Agreements from the Town Council to allow payment into the Town's Parking Trust for 39 parking spaces each. See Exhibit D, Resolutions Nos. 2261 and 2262. The La Baia South project has a fully executed Parking Trust Agreement and has since paid the fees and secured a building permit. See Exhibit E, La Baia South Executed Parking Trust Agreement and Building Permit. La Baia North has a draft Parking Trust Agreement pending execution and is actively finalizing permit drawings to submit for building permit.

Notably, at the time of approval of the Parking Trust Agreement for La Baia South, the Town Council discussed transfer and assignment. Due to the delay in building of the Projects by the prior owner, the Town Council wanted to encourage the Applicants to go forward with the benefit of the Parking Trust and not sell the Projects before completion. On this basis, they restricted voluntary transfer and assignment, and since all the same general facts and parties, the Applicants understood that same intent applied to the Parking Trust Agreement for La Baia North. However, this restriction did not contemplate an assignment or transfer that may result through a foreclosure process, and that is the clarification we seek with this request.

Parking Trust Agreement Amendment. Both Projects are currently seeking construction loans and, in connection with the lender's due diligence, the lender has expressed concern with Paragraph 6(e) in the very unlikely event of foreclosure during the construction process. Such a scenario would result in an involuntary change in ownership and should not require the need for reapproval of the Agreements by the Town Council. In the very unlikely scenario of foreclosure, the lender or third party through foreclosure remedies would assume ownership and would be required to finalize construction consistent with the approved plans by the DRB and Town Council and there would be no change to the development from what the Town has approved.

Paragraph 6(e) of the Agreements states:

"This Agreement is neither transferrable nor assignable prior to issuance of the Certificate of Occupancy for the Project; however, the Developer may establish a condominium form of ownership for the Project without need to amend this Agreement."

We kindly ask for the Council's approval to modify Paragraph 6(e) as follows:

"This Agreement is neither transferrable nor assignable prior to issuance of the Certificate of Occupancy for the Project; however, (i) the Developer may establish a condominium form of ownership for the Project without need to amend this Agreement, (ii) this Agreement is transferable to a lender (or any of its affiliated entities) after the commencement of any foreclosure action by such lender (or any of its affiliated entities) and (iii) after the lender (or any of its affiliated entities) has succeeded to the interests of Developer (or a replacement developer in accordance with this Agreement), the lender (or any of its affiliated entities) may then assign or transfer this Agreement to a developer who is not prohibited from doing business with the Town and who has experience building condominium and/or multi-family projects."

Approval of this modification will allow the Applicants to secure the necessary financing to finally developed the Projects as approved by the Town. We respectfully request your approval of this minor modification.

Should you have any questions or wish to discuss further you can reach me at 305-377-6236.

Sincerely,



Matthew Amster

Attachments

cc: Joseph Geller, Esq.
Maritza Haro, Esq.



OFFICE OF THE PROPERTY APPRAISER

EXHIBIT A

Summary Report

Generated On : 5/3/2023

| Property Information | |
|----------------------|---|
| Folio: | 13-2227-001-0170 |
| Property Address: | 9201 E BAY HARBOR DR Bay Harbor Islands, FL 33154-2781 |
| Owner | BAY HARBOR ISLANDS C/O THE CONTINUUM COMPANY PROPERTY OWNER I LLC |
| Mailing Address | 49 W 23 ST FL 4 NEW YORK, NY 10010 USA |
| PA Primary Zone | 4500 MULTI-FAMILY - 4 STORY |
| Primary Land Use | 1066 VACANT LAND - COMMERCIAL : EXTRA FEA OTHER THAN PARKING |
| Beds / Baths / Half | 0 / 0 / 0 |
| Floors | 0 |
| Living Units | 0 |
| Actual Area | 0 Sq.Ft |
| Living Area | 0 Sq.Ft |
| Adjusted Area | 0 Sq.Ft |
| Lot Size | 45,006 Sq.Ft |
| Year Built | 0 |



| Assessment Information | | | |
|------------------------|--------------|-------------|-------------|
| Year | 2022 | 2021 | 2020 |
| Land Value | \$13,501,800 | \$6,404,750 | \$5,240,250 |
| Building Value | \$0 | \$0 | \$0 |
| XF Value | \$0 | \$0 | \$0 |
| Market Value | \$13,501,800 | \$6,404,750 | \$5,240,250 |
| Assessed Value | \$13,501,800 | \$3,946,445 | \$3,587,678 |

| Benefits Information | | | | |
|----------------------|----------------------|------|-------------|-------------|
| Benefit | Type | 2022 | 2021 | 2020 |
| Non-Homestead Cap | Assessment Reduction | | \$2,458,305 | \$1,652,572 |

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

| Short Legal Description |
|---|
| 35 52 42 BAY HARBOR ISLAND PB 46-5 LOTS 19 THRU 22 BLK 1 PER UNITY OF TITLE OR# 33191-4560 LOT SIZE 45006 SQ FT M/L |

| Taxable Value Information | | | |
|---------------------------|--------------|-------------|-------------|
| | 2022 | 2021 | 2020 |
| County | | | |
| Exemption Value | \$0 | \$0 | \$0 |
| Taxable Value | \$13,501,800 | \$3,946,445 | \$3,587,678 |
| School Board | | | |
| Exemption Value | \$0 | \$0 | \$0 |
| Taxable Value | \$13,501,800 | \$6,404,750 | \$5,240,250 |
| City | | | |
| Exemption Value | \$0 | \$0 | \$0 |
| Taxable Value | \$13,501,800 | \$3,946,445 | \$3,587,678 |
| Regional | | | |
| Exemption Value | \$0 | \$0 | \$0 |
| Taxable Value | \$13,501,800 | \$3,946,445 | \$3,587,678 |

| Sales Information | | | |
|-------------------|--------------|--------------|---|
| Previous Sale | Price | OR Book-Page | Qualification Description |
| 11/04/2021 | \$100 | 32840-3414 | Corrective, tax or QCD; min consideration |
| 05/17/2021 | \$17,500,000 | 32527-2179 | Qual on DOS, multi-parcel sale |
| 11/01/2001 | \$2,800,000 | 20136-4124 | Other disqualified |
| 01/01/1988 | \$800,000 | 13553-0972 | Sales which are qualified |

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at <http://www.miamidade.gov/info/disclaimer.asp>

Version:



OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 5/3/2023

| Property Information | |
|----------------------------|--|
| Folio: | 13-2227-001-0050 |
| Property Address: | 9481 E BAY HARBOR DR Bay Harbor Islands, FL 33154-2341 |
| Owner | BAY HARBOR ISLANDS C/O THE CONTINUUM COMPANY PROPERTY OWNER II LLC |
| Mailing Address | 49 W 23 ST FL 4 NEW YORK, NY 10010 USA |
| PA Primary Zone | 4500 MULTI-FAMILY - 4 STORY |
| Primary Land Use | 1066 VACANT LAND - COMMERCIAL : EXTRA FEA OTHER THAN PARKING |
| Beds / Baths / Half | 0 / 0 / 0 |
| Floors | 0 |
| Living Units | 0 |
| Actual Area | 0 Sq.Ft |
| Living Area | 0 Sq.Ft |
| Adjusted Area | 0 Sq.Ft |
| Lot Size | 33,750 Sq.Ft |
| Year Built | 0 |



| Assessment Information | | | |
|------------------------|--------------|-------------|-------------|
| Year | 2022 | 2021 | 2020 |
| Land Value | \$10,125,000 | \$3,093,750 | \$2,531,250 |
| Building Value | \$0 | \$0 | \$0 |
| XF Value | \$3,520 | \$0 | \$0 |
| Market Value | \$10,128,520 | \$3,093,750 | \$2,531,250 |
| Assessed Value | \$10,128,520 | \$1,339,012 | \$1,217,284 |

| Benefits Information | | | | |
|--------------------------|----------------------|------|-------------|-------------|
| Benefit | Type | 2022 | 2021 | 2020 |
| Non-Homestead Cap | Assessment Reduction | | \$1,754,738 | \$1,313,966 |

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

| Short Legal Description |
|---|
| BAY HARBOR ISLAND PB 46-5 LOTS 6 THRU 8 BLK 1 PER UNITY OF TITLE OR# 33191-4491 LOT SIZE 33750 SQ FT M/L |

| Taxable Value Information | | | |
|---------------------------|--------------|-------------|-------------|
| | 2022 | 2021 | 2020 |
| County | | | |
| Exemption Value | \$0 | \$0 | \$0 |
| Taxable Value | \$10,128,520 | \$1,339,012 | \$1,217,284 |
| School Board | | | |
| Exemption Value | \$0 | \$0 | \$0 |
| Taxable Value | \$10,128,520 | \$3,093,750 | \$2,531,250 |
| City | | | |
| Exemption Value | \$0 | \$0 | \$0 |
| Taxable Value | \$10,128,520 | \$1,339,012 | \$1,217,284 |
| Regional | | | |
| Exemption Value | \$0 | \$0 | \$0 |
| Taxable Value | \$10,128,520 | \$1,339,012 | \$1,217,284 |

| Sales Information | | | |
|-------------------|--------------|--------------|--------------------------------|
| Previous Sale | Price | OR Book-Page | Qualification Description |
| 05/17/2021 | \$12,000,000 | 32527-2186 | Qual on DOS, multi-parcel sale |
| 11/01/2001 | \$417,000 | 20136-4133 | Other disqualified |
| 06/01/1997 | \$515,000 | 17667-0252 | Sales which are qualified |

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at <http://www.miamidade.gov/info/disclaimer.asp>

Version:

RESOLUTION NO. 2247**A RESOLUTION OF THE DESIGN REVIEW BOARD OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING THE SITE DEVELOPMENT PLAN MODIFICATION APPLICATION FOR THE LA BAI A LOCATED AT 9161-9201 EAST BAY HARBOR DRIVE; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, on July 16, 2013, the Planning & Zoning Board (P&ZB) approved a site development plan submitted by the prior owner of the property, for a nine-story building with 87 units in seven stories of habitable units over two-levels of a partial subterranean parking garage known as the “Island House” project (the “Original Site Development Plan Approval”) for property located at 9161-9201 East Bay Harbor Drive, Bay Harbor Islands, Florida, and legally described as:

Lots 19, 20, 21 and 22 of Block 1, “Bay Harbor Island” Subdivision according to the plat thereof, as recorded in Plat Book 46, at Page 5 of the Public Records of Miami-Dade County;

WHEREAS, on or about December 20, 2021, Bay Harbor Islands Property Owner I, LLC (hereinafter the “Applicant”) filed a site development plan modification application which proposed to modify the Original Site Development Plan Approval, including reduction of the residential units from 87 to 68, elimination of the basement parking level due to FEMA’s restrictions prohibiting subterranean parking for residential-only buildings, reconfiguration of the ground level building areas to accommodate 61 regular parking spaces and 36 additional spaces via valet parking plan with 24/7 valet operation for a total of 97 parking spaces when 136 parking spaces are required (71% of required parking spaces), revising exterior design to account for changes at ground level and reduced unit count, and rename as “La Baia” project.

WHEREAS, a site development plan for new construction, including modifications, requires approval by the Design Review Board (formerly known as P&ZB) pursuant to Sections 5-23.1(a) of the Town of Bay Harbor Islands' Code of Ordinances (hereinafter the "Code"); and

WHEREAS, on January 4, 2022 the Town's Design Review Board approved the December 20, 2021 site development plan filed by Applicant (the "Site Plan"), pursuant to Sections 5-23.1(a) and 23-11(B1)(6) of the Code, with the conditions set forth below.

NOW THEREFORE, be it resolved that:

1. Recitals. The foregoing recitals are hereby ratified as true and correct and incorporated herein by reference.

2. Finding. The Design Review Board finds that the Site Plan is consistent with the criteria set forth in Sections 5-23.1 and 23-11(B1) of the Code and approves the December 20, 2021, Site Plan, subject to the below conditions of approval.

3. Conditions of Approval:

- A. This approval is based on the revised Site Plan received by the Town dated December 20th, 2021. Any substantial changes therefrom may require separate approvals from either staff and/or the Design Review Board, as specified by the Code.
- B. All of the original conditions of approval listed in the Original Site Development Plan Approval (Resolution No. 1170A) shall remain in full force and effect, unless modified herein.
- C. The Town Council previously approved 40 TDR units for this site (27 private/13 public), which would allow up to 75 DU. Since 68 DU are now proposed the Applicant agrees to cooperate to amend the Agreement for Purchase and Sale of Transferrable Development Rights with the Town, such that 7 of the 13 Town TDRs will be returned to the Town, and to effectuate any other changes as may be necessary.
- D. This approval is subject to the Town Council agreeing to the applicant's proposed alternative off-street parking design request as allowed by Sec. 23-30(f) of the Code, approval of request to utilize the Town's Parking Trust and payment into the Town's Parking Trust for the parking spaces not provided on-site.

- E. No parking from the La Baia project shall park in any perpendicular parking spaces along the streets, other complex parking lots without an analysis of the impacts and consent of the Town. Further, there shall be no queuing/stacking of vehicles within East Bay Harbor Drive that would block through traffic flows on that roadway. If this occurs, the Town Manager may request modifications to the project's parking operations and agreements to address the issue.
- F. Prior to the issuance of a building permit, the Applicant shall obtain and present a concurrency determination demonstrating that the Project meets school concurrency requirements. Applicant shall coordinate with Miami-Dade County School Board staff through the Town staff (Building Dept.) to provide calculations and address any deficiencies at the public schools that serve the Project. If mitigation is required, an agreement, including any payment, must be finalized prior to the issuance of building permits.
- G. When the Miami-Dade Fire Department formally reviews the Project, if any material site design changes are required, a re-approval of the Site Plan shall be required by either staff and/or the Design Review Board, as specified by the Code.
- H. Applicant shall submit final working plans within 365 days after the effective date of this Resolution, unless extended by the Town Manager, or his or her designee, for up to 180 days. Applicant shall obtain a building permit within 90 days after the approval of final working plans, unless extended by the Town Manager, or his or her designee, for up to 90 days. Failure to obtain a building permit within the prescribed time shall result in the invalidation of the Site Plan, except and unless this Resolution is extended pursuant to the Code or other valid extension as prescribed by Florida law.
- I. Installation of conduit for future undergrounding of overhead utilities as opposed to the removal of all existing overhead lines and placement underground due to FPL's objection to incremental undergrounding, provided in Section 18-22 of the Code.
- J. A Unity of Title acceptable in form by the Town Attorney is required to be recorded to legally combine the four (4) lots. Proof of recording the Unity of Title is required prior to the issuance of Building Permits.
- K. Prior to the issuance of a building permit, Applicant shall pay all required impact fees including, but not limited to, those payable to the Town, County, and School Board.

- L. The Applicant shall dedicate a drainage easement to the Town for the street drain located along the south property line of the Project.
- M. All FPL transformers, backflow preventers, exposed utility facilities must be substantially screened and hidden with landscaping and/or fencing and painted to match.
- N. The 10-foot front setback must remain as presented.
- O. Wood material shall remain as presented. There shall be no aluminum material.
- P. The Condominium Association shall provide valet parking.

4. Severability. If any provision, section, phrase, or word of this Resolution is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions, sections, phrases, or words of this Resolution shall remain in full force and effect.

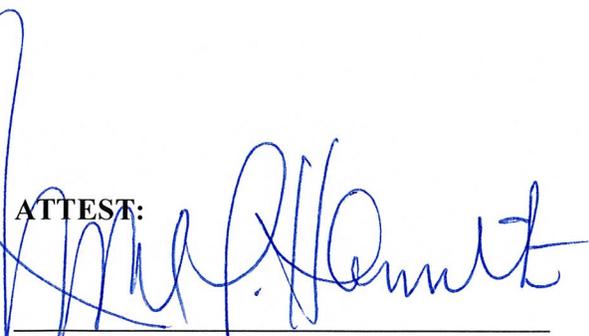
5. Effective Date. This Resolution shall become effective immediately upon its adoption unless a timely appeal is filed with the Town Council.

PASSED this 4th day of January 2022.

**DESIGN REVIEW BOARD
TOWN OF BAY HARBOR ISLANDS**

By: Steven Hurwitz
Steven Hurwitz, Chairperson

ATTEST:



Yvonne P. Hamilton, Town Clerk

APPROVED AS TO FORM:



**Greenspoon Marder
Town Attorney**

By: Joseph S. Geller, Esq.

RESOLUTION NO. 2262A

A RESOLUTION OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING THE SITE DEVELOPMENT PLAN APPLICATION FOR THE PROPOSED LA BAI A NORTH PROJECT TO BE LOCATED AT 9431, 9461, AND 9481 EAST BAY HARBOR DRIVE.

WHEREAS, on December 18, 2012, through Resolution No. 1147-B the Town's Planning & Zoning Board (P&ZB) approved a Site Development Plan for a 7-story building with 72 units over two levels of a partial subterranean parking garage (the "Royal House Project") for the property located at 9431, 9461 and 9481 East Bay Harbor Drive, Bay Harbor Islands, Florida (the "Property"), and legally described as:

Lots 6, 7, and 8 of Block 1, "Bay Harbor Island" Subdivision according to the plat thereof, as recorded in Plat Book 46, at Page 5 of the Public Records of Miami-Dade County, Florida; and

WHEREAS, on or about August 20, 2013, through Resolution No. 1175 the P&ZB approved a modified Site Development Plan for a 7-story building with 72 units over two levels of a partial subterranean parking garage; and

WHEREAS, on April 28, 2022, Bay Harbor Islands Property Owner II, LLC, filed a Site Development Plan modification application (the "2022 Modification Plans") for the La Baia North Project (formerly the Royal House Project) with the Town of Bay Harbor Islands, Florida (the "Town"); and

WHEREAS, a Design Review Board ("DRB") hearing was held on June 7, 2022, on the 2022 Modification Plans by Revuelta Architecture International entitled "Revision to the Currently Approved Site Plan – April 28, 2022" including the following:

Reducing the unit count from 72 to 57; elimination of basement parking due to FEMA and Florida Building Code regulations prohibiting subterranean parking for residential only buildings; reconfiguration of the ground level building areas, including vehicular ingress/egress lobby and alternate breezeway, to accommodate 47 regular spaces and 28 additional spaces via a valet parking plan with 24/7 valet operation for a total of 75 parking spaces where 114 spaces are required (66% of required spaces); and revising the exterior design to account for changes at ground level and reduced unit count; and

WHEREAS, the motion to approve the requests failed by a 2-4 vote of the DRB as the revised alternative breezeway design did not meet supplemental design criteria as specified in the first paragraph of Chapter 5, Section 5-23.1(a), and concerns were expressed with the revised off-street parking arrangement; and

WHEREAS, on June 17, 2022, Bay Harbor Islands Property Owner II, LLC filed an application to the Town Council appealing the decision of the DRB on the 2022 Modification Plans for the Property.

WHEREAS, on June 29, 2022 the Town Council granted the appeal and reversed the DRB's decision and approved the 2022 Modification Plans submitted on April 28, 2022, pursuant to Sections 5-23.1(a) and 23-11(B1) (6) of the Town Code, with the conditions set forth below.

NOW THEREFORE, be it resolved that:

1. **Recitals.** The foregoing recitals are hereby ratified as true and correct and incorporated herein by reference.
2. **Findings.** The Town Council finds that the 2022 Modification Plans are consistent with the criteria set forth in Section of 5-23.1 and 23-11(B1) (6) of the Code and grants the appeal and approves the 2022 Modification Plans subject to the below conditions for approval.
3. **Conditions of Approval:**
 - a) This approval is based on the revised 2022 Modification Plans prepared by Revuelta International Architecture received by the Town signed and sealed June 17, 2022. Any substantial changes may require separate approvals from either staff and/or the Planning and Zoning Board as specified in the Code.

- b) All of the original conditions of approval listed in the Town's 2013 Site Development Plan approval (Resolution No. 1175) shall remain in full force and affect, unless modified herein.
- c) The Town Council previously approved 46 TDR units for this site (all 46 public DU) which would allow up to 72 DU. Since 57 total DU are now proposed, the Town Planner has suggested that only 31 of the Town TDR units be sold (15 public TDR units returned).
- d) No parking from La Baia North project shall park in any perpendicular parking spaces along the streets, other complex parking lots without an analysis of the impacts and consent of the Town. Further, there shall be no queuing, stacking of vehicles within East Bay Harbor Drive that would block through traffic flows on that *roadway*. If this occurs, the Town Manager may request modifications to the project parking operations and agreements to address the issue.

4. Severability. If any provision, section, phrase, or word of this Resolution is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions, sections, phrases, or words of this Resolution shall remain in full force and effect.

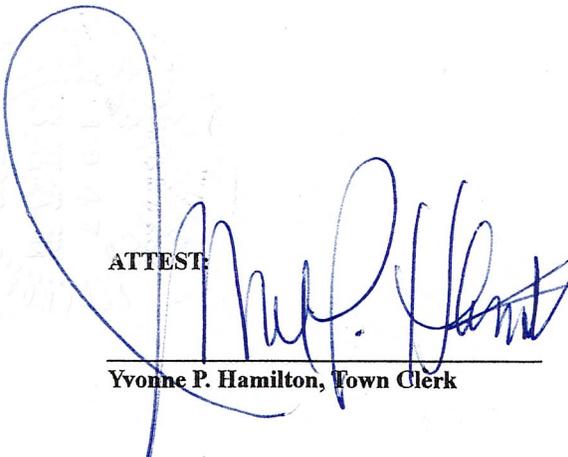
5. Effective Date. This Resolution shall become effective immediately upon its adoption.

Passed and adopted this 29th day of June 2022.

By: 

Joshua Fuller, Mayor

ATTEST:


Yvonne P. Hamilton, Town Clerk

APPROVED AS TO FORM:


Greenspoon Marder, LLC
Town Attorneys

By: Joseph S. Geller, Esq.

RESOLUTION NO. 2261

A RESOLUTION OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING A PARKING TRUST AGREEMENT WITH BAY HARBOR ISLANDS PROPERTY OWNER II, LLC, FOR PAYMENT OF \$780,000 INTO THE TOWN'S PARKING TRUST IN LIEU OF THE DEVELOPER PROVIDING ALL OF THE REQUIRED PARKING SPACES FOR DEVELOPMENT AT 9431, 9461, AND 9481 EAST BAY HARBOR DRIVE; SETTING AN EFFECTIVE DATE.

WHEREAS, on June 29, 2022 the Town Council approved the April 28, 2022 Site Development Plan Modification application by Bay Harbor Islands Property Owner II, LLC for the La Baia North Project (formerly Royal House Project) for development of a 57-unit multifamily residential building to be located at 9431, 9461 and 9481 East Bay Harbor Drive, Bay Harbor Islands, Florida, and legally described as:

Lots 6, 7, and 8 of Block 1, "Bay Harbor Island" Subdivision according to the plat thereof, as recorded in Plat Book 46, at Page 5 of the Public Records of Miami-Dade County, Florida; and

WHEREAS, due to FEMA and Florida Building Code restrictions prohibiting subterranean parking for residential-only buildings, the applicant reduced the unit count from 72 to 57, eliminated the basement parking, reconfigured the ground level building areas, including vehicular ingress/egress, lobby and alternate breezeway to accommodate 47 regular spaces and 28 additional spaces via a valet parking plan with 24/7 valet operation for a total of 75 parking spaces where 114 spaces are required (approximately 66% of required spaces); and

WHEREAS; the Town Council determined both the permanent parking spaces (47) and valet spaces (28) constitute the total available on-site parking spaces at the site (75 total) and approved the purchase of 39 spaces from the Town Parking Trust for \$780,000 (39 x \$20,000) to satisfy the off-street parking Code requirements.

NOW THEREFORE, be it resolved that:

1. **Recitals**. The foregoing recitals are hereby ratified as true and correct and incorporated herein by reference.
2. **Findings**. The Town Council finds both the permanent parking spaces (47) and valet spaces (28) constitute the total available on-site parking spaces at the site (75 total) and approves the purchase of 39 spaces from the Town Parking Trust for \$780,000 (39 x \$20,000) to satisfy the off-street parking Code requirements.
3. **Conditions of Approval**. The approval is granted subject to compliance with the approved site development plan modification.
4. **Severability**. If any provision, section, phrase, or word of this Resolution is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions, sections, phrases, or words of this Resolution shall remain in full force and effect.
5. **Effective Date**. This Resolution shall become effective immediately upon its adoption.

Passed and adopted this 29th day of June 2022.

By: 

Joshua Fuller, Mayor

ATTEST:



Yvonne P. Hamilton, Town Clerk

APPROVED AS TO FORM:



Greenspoon Marder, LLC
Town Attorneys
By: Joseph S. Geller, Esq.

RESOLUTION NO. 2262

A RESOLUTION OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING AN APPLICATION BY BAY HARBOR ISLANDS PROPERTY OWNER II, LLC FOR USE OF ALTERNATE PARKING ARRANGEMENT, INCLUDING TANDEM AND VALET PARKING SPACES FOR THE PROPOSED LA BAI A NORTH PROJECT TO BE LOCATED AT 9431, 9461, AND 9481 EAST BAY HARBOR DRIVE, PURSUANT TO SECTION 23-30(F) OF THE TOWN CODE; SETTING AN EFFECTIVE DATE.

WHEREAS, on June 29, 2022, the Town Council approved the April 28, 2022 Site Development Plan Modification application by Bay Harbor Islands Property Owner II, LLC for the proposed La Baia North Project (formerly Royal House Project) for development of a 57-unit multifamily residential building to be located at 9431, 9461 and 9481 East Bay Harbor Drive, Bay Harbor Islands, Florida, and legally described as:

Lots 6, 7, and 8 of Block 1, "Bay Harbor Island" Subdivision according to the plat thereof, as recorded in Plat Book 46, at Page 5 of the Public Records of Miami-Dade County, Florida; and

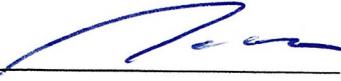
WHEREAS, due to FEMA and Florida Building Code restrictions prohibiting subterranean parking for residential-only buildings, Bay Harbor Islands Property Owner II, LLC filed an application with the Town Council for alternative parking arrangements through the use of tandem and valet parking spaces, in accordance with Section 23-30(F) of the Town Code.

WHEREAS, on June 29, 2022 the Town Council considered the application and approved the request by Bay Harbor Islands Property Owner II, LLC for alternate parking arrangements including tandem and valet spaces, pursuant to Section 23-30(f) of the Town Code, in order to comply with the required parking.

NOW THEREFORE, be it resolved that:

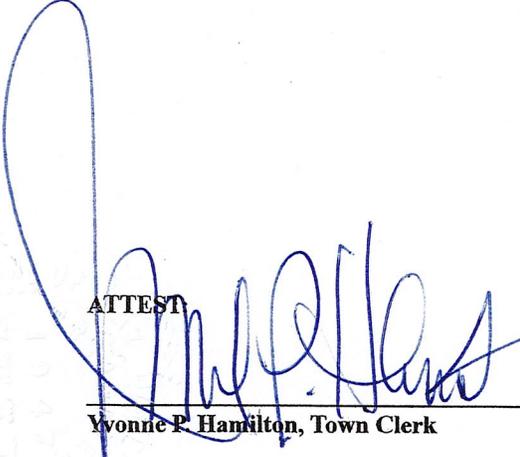
1. **Recitals.** The foregoing recitals are hereby ratified as true and correct and incorporated herein by reference.
2. **Findings.** the Town Council finds the alternative parking arrangements, including tandem and valet spaces, complies with Section 23-30(f) of the Town Code, and grants and approves the application for alternate parking arrangement.
3. **Conditions of Approval.** The approval is granted subject to compliance with the approved site development plan modification.
4. **Severability.** If any provision, section, phrase, or word of this Resolution is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions, sections, phrases, or words of this Resolution shall remain in full force and effect.
5. **Effective Date.** This Resolution shall become effective immediately upon its adoption.

Passed and adopted this 29th day of June 2022.

By: 

Joshua Fuller, Mayor

ATTEST


Yvonne P. Hamilton, Town Clerk

APPROVED AS TO FORM:


Greenspoon Marder, LLC
Town Attorneys
By: Joseph S. Geller, Esq.

PARKING TRUST PAYMENT AGREEMENT

This AGREEMENT (the "Agreement") is made and entered into as of the 26th day of May, 2022 (the "Effective Date") by and between the TOWN OF BAY HARBOR ISLANDS (the "Town") and BAY HARBOR ISLANDS PROPERTY OWNER I, LLC, (the "Developer"). Town and Developer are referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS:

- A. Developer submitted an application (the "Application") to the Town for the approval of a multifamily development at the property located at 9161 and 9201 East Bay Harbor Drive (the "Project" and the "Property").
- B. The Application was approved by Resolution Nos. 1170-A and _____, subject to, among other things, satisfying the on-site parking requirements for the Project (collectively the "Resolution").
- C. The Project is required to have 136 on-site parking spaces.
- D. The Project will have 97 on-site parking spaces, including tandem and valet parking spaces.
- E. The Developer proposes to provide the remaining required 39 on-site parking spaces through payment into the Town's Parking Trust Fund, pursuant to Section 23-29.1 of the Town's Code of Ordinances (the "Code").
- F. The Developer submitted an application to the Town requesting that the Town Council approve payment into the Town's Parking Trust Fund for 39 parking spaces, so that the Project may satisfy its on-site parking requirements.
- G. On January 19th, 2022, at a public meeting, the Town Council found that the Developer's request for satisfying its on-site parking requirement will not disrupt vehicle parking and traffic patterns or negatively affect adjacent land uses and, therefore, agreed to allow the Developer to pay a fee to the Town's Parking Trust pursuant Section 23-29.1(6) of the Town's Code of Ordinances, applicable to 39 parking spaces in lieu of the Developer providing all of the Project's required parking spaces on-site, upon the terms and conditions contained hereinafter.

NOW, THEREFORE, for good and valuable consideration, the receipt, sufficiency and adequacy of which is hereby acknowledged, the Parties, intending to be legally bound, do hereby agree as follows:

- 1) Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.
- 2) Parking Trust Payments. The Parking Trust Fee (for each of the 39 required parking spaces) is twenty thousand dollars \$20,000 (the "Parking Trust Fee"). Developer shall pay the Town a total sum of \$780,000 for the 39 parking spaces (the "Parking Trust Fee"). The Parking Trust Fee payment shall be paid at the time of issuance of the Master Building Permit for the Project.
- 3) Valet. Valet service will be provided at the Property 24 hours a day, 7 days a week. Valet operator will not park vehicles on-street along East Bay Harbor Drive or other off-site residents' spaces.
- 4) Representations, Warranties, Covenants, and Agreements of Developer. Developer hereby represents, warrants, covenants, agrees and states to and with the Town as follows:
 - a) Developer is a validly formed business entity in good standing in the state of its formation and is duly authorized to conduct and transact business in the State of Florida. Developer has the full right, power and authority to enter into and perform under this Agreement and consummate the transaction contemplated herein. Developer does not need any further consent, joinder or other authorization from any governmental/quasi-governmental entity or authority, court, corporation, partnership, company, entity, trust, person or individual to: (i) execute and deliver this Agreement; or (ii) perform any of its obligations under this Agreement. The person executing this Agreement on behalf of Developer is duly authorized to execute and bind Developer to this Agreement, and upon such execution and delivery, this Agreement shall be valid, binding and enforceable against Developer.
 - b) Neither the entering into of this Agreement, nor the performance any obligation under this Agreement, nor the consummation of the transaction contemplated herein, will: (i) constitute a violation or breach by Developer of (A) any agreement, document or instrument to which Developer is a party or by which Developer is subject or bound, or (B) any judgment, order, writ, injunction or decree issued against or imposed upon Developer; or (ii) result in the violation of any law, rule, regulation, ordinance or order promulgated or issued by any governmental/quasi-governmental entity or authority or court of competent jurisdiction that is applicable to Developer.
 - c) Developer understands and agrees to comply with all conditions set forth in the Resolution including, but not limited to, timely obtaining a building permit for the Project.

- d) Developer understands and agrees that it is not purchasing or renting parking spaces from the Town. Rather, Developer is paying a fee for the impact that the Project will have upon the Town and for the Town, in conjunction with other such fees paid into its parking trust, to improve and/or expand its existing parking or to add new municipal parking in the Town. As such, should Developer wish to rent parking spaces from the Town, such parking space rentals would be the subject of a separate agreement between the Developer and the Town.
 - e) The Parties agree that any Parking Trust Payments made by Developer to Town shall be non-refundable.
- 5) Notices. All notices to be given under this Agreement shall be in writing and sent to the Parties at the addresses set forth below, by hand delivery; by email with any attachment thereto in PDF format, provided that the Party receiving such email confirms receipt thereof by return email and the Party sending such email notice also delivers a second form of notice by hand delivery or overnight mail that is received the following day; or by a nationally recognized overnight courier service. Any such notice shall be deemed received upon the earlier of receipt or refusal by the addressee.

Notices to Developer:

BAY HARBOR ISLANDS PROPERTY OWNER I LLC
49 West 23rd Street, 4th Floor
New York, New York 10010

Attn: Ian Bruce Eichner
E-mail: ibe@continuumllc.net
Together with copy to Matthew Amster, Esq.
E-Mail: mamster@brzoninglaw.com

Notices to Town:

TOWN OF BAY HARBOR ISLANDS
9665 Bay Harbor Terrace,
Bay Harbor Islands, Florida 33154

Attn: Maria Lasday, Town Manager
E-mail: mlasday@bayharborislands-fl.gov
Together with copy to Joseph Geller, Esq.
E-Mail: Joseph.Geller@gmlaw.com

The place to which any Party, or person designated to receive any notice on behalf of any Party, is entitled to receive any notice may be changed by such Party by giving notice thereof in accordance with the foregoing provisions. The attorneys for the

Parties are authorized to send and receive notices and demands for and on behalf of their respective clients under this Agreement.

6) Miscellaneous.

- a) This Agreement shall be governed by, enforced and construed under the laws of the State of Florida. Venue for all actions, litigation and/or other proceedings arising out of this Agreement shall be exclusively in Miami-Dade County, Florida. The Parties hereby knowingly and voluntarily waive the right to a trial by jury of any claim, controversy or disputed matter between them. The prevailing Party in any action, litigation or other proceeding that is based on any claim, controversy or other disputed matter arising under, out of or in connection with this Agreement (or any agreement, document or instrument executed or contemplated to be executed in conjunction herewith) shall recover from the non-prevailing Party all fees, costs and expenses (including, without limitation, reasonable attorneys' fees and costs through all trial, appellate and post-judgment levels and proceedings) incurred by the prevailing Party in such action, litigation or other proceeding.
- b) The Parties hereby acknowledge and agree that each has had an opportunity to be represented by or consult with independent legal counsel and that any rule of construction which provides that ambiguities are to be construed against the drafter shall not apply in the interpretation or construction of this Agreement. If any term, provision or portion of this Agreement is for any reason held to be invalid, illegal or unenforceable by a court of competent jurisdiction, then such term, provision or portion of this Agreement shall be given it nearest valid, legal and enforceable meaning, or construed as deleted, whichever such court may determine, and the same shall not invalidate the remaining terms, provisions and/or portions of this Agreement, which remaining terms, provisions and portions of this Agreement will remain in full force and effect.
- c) This Agreement contains the entire agreement and understanding between the Parties relating to the subject matter of this Agreement, and all prior or contemporaneous terms, covenants, conditions, representations, warranties, statements, agreements and understandings made by or on behalf of the Parties, whether oral or written, are merged herein. This Agreement may not be amended or modified except by a written instrument executed by the Party against whom enforcement of such amendment or modification is sought.
- d) No default, term, covenant, condition or other provision of this Agreement may be waived by a Party, except by a written instrument executed by the Party against whom enforcement of such waiver is sought.

- e) This Agreement is neither transferrable nor assignable prior to issuance of the Certificate of Occupancy for the Project; however, the Developer may establish a condominium form of ownership for the Project without need to amend this Agreement.
- f) Wherever appropriate in this Agreement, the singular shall be deemed to refer to the plural and the plural to the singular, and pronouns of each gender shall be deemed to comprehend either or both of the other genders. The Section and paragraph headings in this Agreement are for convenience only and shall not affect the meaning, interpretation, or scope of the terms or provisions set forth therein.
- g) This Agreement may be executed in multiple counterparts, each of which individually shall be deemed an original, but when taken together shall be deemed to be one and the same Agreement. The signature of any Party on copies of this Agreement (or any exhibit or amendment hereto) may be signed by electronic signature, such as facsimile transmission or electronic mail by PDF format, and any such electronic signature shall be deemed to be an original for all purposes.

[Remainder of Agreement is Intentionally Left Blank. Signature Page Follows]

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals as of the date first set forth above.

DocuSigned by:
Witnesses:
Andreina Espina
B31BB946942C4AA...

Andreina Espina

Print Name of Witness

DocuSigned by:
Evelyn Cedron
BE5FE89CB566453

Evelyn Cedron

Print Name of Witness

DEVELOPER:

BAY HARBOR ISLANDS PROPERTY OWNER I LLC, a Delaware Limited Liability Company

DocuSigned by:
Ian Bruce Eichner
5DF3D15E46304E9...

By:

Ian Bruce Eichner, Manager
49 West 23rd Street, 4th Floor
New York, New York 10010

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of physical presence [] or online notarization [] on this ___ day of 05/25/2022, 2022, by Ian Bruce Eichner, as Manager of BAY HARBOR ISLANDS PROPERTY OWNER I LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me or _____ produced _____ as identification.



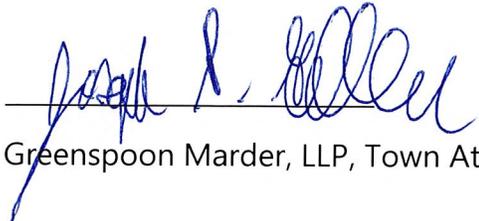
DocuSigned by:
Betty Llerena
Signed on: 2022/05/25 09:11:22 -8:00

Notary Public, State of Florida

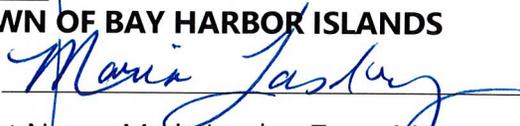
Betty Llerena

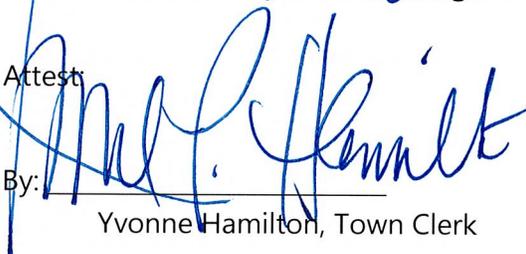
Print Name

Approved as to Legal Form and Correctness:

By: 
Greenspoon Marder, LLP, Town Attorney

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals as of the date first set forth above.

TOWN: **TOWN OF BAY HARBOR ISLANDS**
By: 
Print Name: Maria Lasday, Town Manager

Attest

By: Yvonne Hamilton, Town Clerk



Building Permit

Permit Number: B22-000509 Master Permit #: B22-000509
 Date Issued: 12/20/2022
 Expiration Date: 06/20/2023

Applicant

Name: Suffolk Construction Company Inc - Christopher T Phone: (561) 282-3024
 Address: Kennedy
 426 Clematis Street
 West Palm Beach, Fl 33401

Project Description

New Construction Multi-Family Dwelling (67 Units) Application # BP2016-34)

Parcel

| | |
|-------------------------------------|------------------------------------|
| Parcel Number:: 1322270010170 | Unit #: |
| Address: 9201 East BAY HARBOR Drive | Zoning: |
| Lot(s): 19-20 | Bay Harbor Islands , FL 33154-2781 |
| | Block: 1 |

Owners

| | |
|---|-----------|
| Name: Bay Harbor Islands Property Owner I LLC | Phone: |
| Address: 30 W. 21 STREET, 11TH FLOOR | Cellular: |
| NEW YORK, NY 10010 | |

Contractor

Contractor Type:
 Christopher Kennedy-Suffolk Construction Company Phone: (561) 282-3024
 Name: Inc
 Address: 426 Clematis Street
 West Palm Beach Fl 33401

Inspection Checklist

| Required? | Inspection Type | Date | Signature |
|-----------|------------------------|------|-----------|
| | Piling | | |
| | Grade Beam/Spot Survey | | |
| | Columns | | |
| | Tie Beams | | |
| | Slab | | |
| | Framing | | |
| | Truss/Sheathing | | |
| | Insulation | | |
| | Drywall Screw | | |
| | Windows/Doors/Shutters | | |
| | Subcontractor Finals | | |
| | Planning and Zoning | | |
| | TCO | | |

| | | | |
|---|----------------------|--|--|
| 3 | Final Documentation | | |
| 3 | Final CC/CO | | |
| 3 | Dumpster Container | | |
| | Removal of Container | | |

Fees and Receipts

| Description | Account Code | Total Cost |
|--|--------------|-------------------|
| Dumpster Bond | 23 | 250.00 |
| Zoning Inspection - Mult/Commercial | 17 | 3000.00 |
| Roll of Container | 5 | 65.00 |
| Water Impact Fee 31 Additional Units (Credit 36) = 67 | 29 | 20150.00 |
| Sewer Impact Fee 31 Additional Units (Credit 36) = 67 | 30 | 14725.00 |
| Park Impact Fee 31 Additional Units (Credit 36) = 67 | 31 | 53184.84 |
| Plan Scanning / Digitizing Fee - (Sheets Larger than 11x17 \$3.00 a Sheet) 923 Pages 24x36 | 9 | 2769.00 |
| Processing Fee | 6 | 205855.00 |
| Permit Fee | 1 | 1235112.00 |
| Construction Bond | 23 | 1000.00 |
| Dade County Surcharge | 24 | 24702.60 |
| Technology Fee | 10 | 123511.20 |
| DBPR F.S. 468.631 | 26 | 18526.68 |
| DBPR F.S. 553.721 | 27 | 12351.12 |
| Total Fees: | | 1715202.44 |

Payment Date

12/20/2022

Amount Paid

1,715,202.44

Permit Information

Construction Value: 41170322.00
 Construction Type:
 Purpose:

Total Area:
 New Sq Ft:

Comments

FAILURE TO COMPLY WITH MECHANICS LIEN LAW CAN RESULT IN THE PROPERTY OWNER PAYING TWICE FOR BUILDING IMPROVEMENTS

THIS PERMIT BECOMES NULL AND VOID UNLESS THE WORK AUTHORIZED IS COMMENCED WITHIN ONE HUNDRED EIGHTY (180) DAYS AFTER ITS ISSUANCE, OR IF THE WORK AUTHORIZED IS NOT INSPECTED FOR A PERIOD OF ONE HUNDRED EIGHTY (180) DAYS. THE FLORIDA ENERGY CODE SUBMITTED BECOMES AN INTEGRAL PART OF

Any changes in building plans or specifications must be recorded with this office. Any work not cover above, must have a valid permit prior to starting. In consideration of the granting of this permit, the owner and builder agree to erect this structure in full compliance with the Building and Zoning Codes of the Town of Bay Harbor, Florida. The permit fee is not refundable.

This permit is granted upon the express condition that all facts stated in the application are true and that the work complies strictly with the plans and specifications submitted, and in accordance and compliance with the Building Laws of the State of Florida and with all Ordinances of the Town of Bay Harbor Islands. This permit may be revoked at any time upon the violation of any provisions of said laws, ordinances or rules and regulations, or upon any change in plans and specifications unauthroized by the Town of Bay Harbor Islands. All sidewalks, gutters, drains, fire hydrants, roadways and private driveways within the block in which the work being down are to be kept open by the Contractor for their intended uses.

MIKE MESA, CBO - AM



Chief Building Official

In consideration of the issuance to me of the foregoing Permit, I hereby agree to do the proposed work or construction in strict conformity with the application and the plans and specifications thereof heretofore by me submitted, and in compliance with all provisions of all Building Laws of State of Florida and Miami-Dade County, all all Ordinances of the Town of Bay Harbor Islands and all of the rules and regulations of the Town Council of the Town of Bay Harbor Islands.

SIGNATURE ON FILE


Contractor or Builder

FBC 105.7 Placement of Permit. The Building permit or copy shall be kept on the site of the work until completion of the project.

Hours of Construction (Town Code Section 12-26)

The performance of the activity within the town should be allowed only from 9:00 am until 6:00 pm, Monday to Friday. The performance of the construction activity within the town will not be allowed on Saturdays, Sundays, and legal holidays, and the same is hereby specifically prohibited. For purposes of this section, the term "legal holidays", is defined as any day legally observed as a holiday by the town.

NOTICE TO OWNER:

IN ADDITION TO THE REQUIREMENTS OF THIS PERMIT, THERE MAY BE ADDITIONAL RESTRICTIONS APPLICABLE TO THIS PROPERTY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY, AND THERE MAY BE ADDITIONAL PERMITS REQUIRED FROM OTHER GOVERNMENT ENTITIES SUCH AS WATER MANAGEMENT DISTRICTS, STATE AGENCIES, OR FEDERAL AGENCIES.

**INSPECTIONS ARE TO BE CALLED IN 24 HRS IN ADVANCE BY THE CONTRACTOR AT (305) 993-1786.
ALL INSPECTIONS ARE SCHEDULED ON MONDAY, WEDNESDAY, AND FRIDAYS.**

Matthew Amster

From: DeKeyser, Timothy P. <tdekeyser@stroock.com>
Sent: Thursday, May 4, 2023 10:04 AM
To: David Fischman; Matthew Amster
Cc: Myles Burstein; Diaz, Adrian J
Subject: La Baia North & South - Parking Trust Agreements

David,

We have reviewed the Parking Trust Agreement in connection with the potential loan for the La Baia South project. As it is currently drafted, this agreement is personal to the current property owner, which is not acceptable to our client. As such, we would need Section 6.e) to be revised so that any potential lender or experienced replacement developer would be able to complete the project if necessary. We suggest the following edits to Section 6.e):

“This Agreement is neither transferrable nor assignable prior to issuance of the Certificate of Occupancy for the Project; however, (i) the Developer may establish a condominium form of ownership for the Project without need to amend this Agreement, (ii) this Agreement is transferable to a lender (or any of its affiliated entities) after the commencement of any foreclosure action by such lender (or any of its affiliated entities) and (iii) after the lender (or any of its affiliated entities) has succeeded to the interests of Developer (or a replacement developer in accordance with this Agreement), the lender (or any of its affiliated entities) may then assign or transfer this Agreement to a developer who is not prohibited from doing business with the Town and who has experience building condominium and/or multi-family projects.”

Also, please note that in connection with the potential loan from our client for the North project, we will need the same language in the Parking Trust Agreement for that project. We understand that agreement will be on the same form.

Please let us know if you have any questions or would like to discuss.

Regards,
Tim

Tim DeKeyser
Partner
(he | him | his)

STROOCK
2 S. Biscayne Boulevard, Suite 2300, Miami, FL 33131
D: 305.789.9383

tdekeyser@stroock.com | vCard | www.stroock.com

AGENDA ITEM REPORT

May 10, 2023

ITEM NUMBER: 20.

ITEM: Discussion and Possible action regarding settlement of the Charge of Discrimination No. EEOC 510-2020-03421 filed with the Equal Employment Opportunity Commission.

DESCRIPTION:

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

None

AGENDA ITEM REPORT

May 10, 2023

ITEM NUMBER: 21.

ITEM: Discussion regarding moving Bay Harbor Islands General Election to November to piggyback off of Miami-Dade County General Election. Sponsored by Mayor Elizabeth Tricoche.

DESCRIPTION:

Since the Town Charter mandates elections be held on a specific date, an amendment will be required for a change. The process is to adopt a resolution calling for a Special Election for the charter amendment.

Section 6.01. Elections.

(a) Regular Election Dates. Elections shall be held on the first Tuesday in April each year. In the event the first Tuesday of April falls on a religious holiday or the occurrence of a disaster of some kind, the Council may, by majority vote, direct that the election in that particular year be held on another date in April.

(b) Qualification of electors. Any person who is a resident of the Town, has qualified as an elector of the State, and registers to vote in the manner prescribed by law as elector of the Town shall be a qualified elector of the Town.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

None

AGENDA ITEM REPORT
May 10, 2023

ITEM NUMBER: 22.

ITEM: Discussion regarding amendment to Section 6-4 of the Town Code to provide for early voting during Town elections. Sponsored by Council Member Isaac Salver.

DESCRIPTION:

At the last Council Meeting, Council Member Salver requested the town look at conducting early voting for its election. This action will require a code amendment, since Section 6-4 specifically states there shall be no early voting.

Sec. 6-4. No early voting.

Pursuant to F.S. § 100.3605(1), it is hereby provided that commencing with the April 2005 municipal election for the town council, all council elections are hereby fully exempted from the provisions of F.S. § 101.657 concerning early voting. Early voting shall not be provided for municipal elections, special elections or town charter amendment elections.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

None

AGENDA ITEM REPORT

May 10, 2023

ITEM NUMBER: 23.

ITEM: Discussion regarding danger posed by the palm fronds that fall from the Palm trees along Kane Concourse. Sponsored by Council Member Stephanie Bruder.

DESCRIPTION:

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Maria Lasday, Town Manager

ATTACHMENTS

None

AGENDA ITEM REPORT
May 10, 2023

ITEM NUMBER: 24.

ITEM: Discussion regarding the addition of a Mobile Command Post in the 2023/2024 Capital Improvement Plan. Sponsored by Council Member Stephanie Bruder.

DESCRIPTION:

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Maria Lasday, Town Manager

ATTACHMENTS

None

AGENDA ITEM REPORT

May 10, 2023

ITEM NUMBER: 25.

ITEM: Discussion regarding the requirements of the Design Review Board submittal package. Sponsored by Council Member Teri D'Amico.

DESCRIPTION:

Council Member Teri D'Amico is requesting that the Town Council consider the following items to be added to the Design Review Board application package:

- A. Dimensioned building section drawings with a minimum of two cross sections.
- B. Dimensioned Front Elevation at grade of the front / back of adjacent properties. If waterfront, elevations of adjacent properties building envelope illustrating the contextual relationship between buildings sharing the same property line.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Maria Lasday, Town Manager

ATTACHMENTS

None

AGENDA ITEM REPORT

May 10, 2023

ITEM NUMBER: 26.

ITEM: Discussion and Consideration of Possible Action regarding a study of the perimeter of Bay Harbor Islands East Island’s Seawall shoreline. Sponsored by Council Member Teri D'Amico.

DESCRIPTION:

Council Member Teri D'Amico would like a study created that documents the conditions of seawalls, docks, marine life conditions affecting dock design as mentioned in derm reports such as minimum water depth and sea grass within boat slip areas to determine

1. Adequate water depth, for recreational swimming as well as personal watercraft and vessels; and
2. Public waterway usage and identify future flooding zones to mediate and /or re-direct the flow of water when needed.

The study will provide the town with information to update seawall sizes and dock design. it will also provide the town with information to update a master utility plan to study infrastructure capability in order to provide a sustainable plan for the future.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Maria Lasday, Town Manager

ATTACHMENTS

None

AGENDA ITEM REPORT

May 10, 2023

ITEM NUMBER: 27.

ITEM: Discussion and Possible Action regarding the creation of Massing and Transportation Study. Sponsored by Council Member Teri D'Amico.

DESCRIPTION:

Council Member D'Amico requests that a study be created to begin a transportation and massing study of the commercial blocks between 95th and 97th streets on the Kane concourse and provide accurate records for the town, in order to provide a sustainable approach to all future planning in order to eliminate traffic congestion solve parking and begin programming for the design of a new town facilities as well provide a Comprehensive Plan for safe, quality amenities for the commercial business, residents and guests.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Maria Lasday, Town Manager

ATTACHMENTS

None

AGENDA ITEM REPORT
May 10, 2023

ITEM NUMBER: 28.

ITEM: Discussion to address the Appeal process against quasi-judicial and administrative decisions having development approval authority. Sponsored by Council Member Teri D'Amico. Enclosed is the research paper prepared by the staff.

DESCRIPTION:

Council Member D'Amico would like to review with the Town Council the Appeal process against quasi-judicial and administrative actions.

Council Member D'Amico indicated that the Bay Harbor Islands code is absent of basic procedural requirements, particularly when compared to code language from other jurisdictions.

Council Member D'Amico would like the basic code language for the appeal process to include:

1. Specific appeals against actions with development authority, including alternative procedures.
2. Standards of review.
3. A process, including fees, and timelines.
4. Create an application form and notice to appeal.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Maria Lasday, Town Manager

ATTACHMENTS

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| 1. Appeals Paper |
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TOWN OF BAY HARBOR ISLANDS

DISCUSSION ITEM: LAND USE AND ZONING APPEAL PROCESS

REQUEST/BACKGROUND

On April 10, 2023, the town staff was asked to review for completeness and clarity the existing Code provisions related to appeals from quasi-judicial and administrative bodies' decisions having development approval authority. In addition, staff conducted research into Florida Statutes requirements and Code procedures from comparable local governments to provide the necessary supporting data for upcoming Town Council discussion. This review is the first step in the process to assess the town's policy/code's relevance, effectiveness, and consistency with the Comprehensive Plan. Upon Town Council discussion and direction, staff will commence with the updates to the Code.

Currently, the Town's Code consists of appeals against decisions under the following categories:

| TOWN OF BAY HARBOR ISLANDS' CODE OF ORDINANCES | | |
|---|---|--|
| Sec. 5¾-13. - Appeals of order. | An aggrieved party, including the town, may appeal a final order of a special magistrate to the circuit court. | |
| Sec. 7½-37. - Designation of variance and appeals board. | The Town Council as established by the Town of Bay Harbor Islands shall hear and decide appeals and requests for variances from the requirements of this chapter. (Ord. No. 896, § 1(Exh. A), 1-11-10) | |
| Sec. 21-10. - Appeals. | Any person aggrieved by the decision not to issue a filming permit or by the revocation of a filming permit may, within ten days of | |

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| | <p>the decision, appeal to the town council, whose decision shall be final. (Ord. No. 882, § 2, 6-8-09)</p> | |
| <p>Sec. 5-23.1. - Architectural and aesthetic review of plans; failure to comply with plans as agreed.</p> | <p>(b) Any action taken by the design review board may be appealed to the town council, whose decision on appeal shall be final. If the town council approves a land development application after consideration by the design review board (Gateway site/B-1 Business District building height/RM-3 building height/appeals/other), the action of the town council shall take precedence over the actions of the board.</p> | |

**COMPARISON TABLE OF APPEAL PROCESS FOR DECISIONS
ON QUASI-JUDICIAL AND ADMINISTRATIVE DECISIONS**

| | XYZ | Sunny Isles Beach | North Bay Village | Bay Harbor Islands |
|-----------------------------------|---|--|---|---|
| Final Development Approval | Subject to judicial review in a court of competent jurisdiction | Appeals from any decision of the City Commission made pursuant to the LDRs shall be in accordance with Rule 9.190, Florida Rules of Appellate Procedure. | § 38.33 – Appeal and judicial review. An aggrieved respondent may appeal an adverse finding of a violation to the Village Commission. Review by the Village Commission shall be on the record and limited to determining whether the 1) respondent was afforded procedural due process; 2) findings of fact are supported by substantial competent evidence; and 3) conclusions are correct as a matter of law. An aggrieved respondent must first exhaust its right to an appeal to the Village Commission before seeking review by the circuit court for Miami-Dade County. | Sec.5-23.1(b) Any action taken by the design review board may be appealed to the town council, whose decision on appeal shall be final. If the town council approves a land development application after consideration by the design review board (Gateway site/B-1 Business District building height/RM-3 building height/appeals/other), the action of the town council shall take precedence over the actions of the board. |

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| | | | Review by the circuit court shall be pursuant to the Florida Rules of Appellate Procedure. (Ord. No. 02-27, § 1, 11-12-02) | |
| Appeal Procedures Related to Development Approval Authority | <p>Filing of application and notice to appeal shall be filed within ____ days of the written order, requirement, decision, determination, or interpretation of the Code.</p> <p>Review for completeness Action by the town council Appeal of an order of the TC pursuant to the Code shall be in accordance with Rule 9.190, Florida Rules of Appellate.</p> | <p>§ 265-22. - Appeals.</p> <p>A. Purposes and applicability. This section is intended to provide for appeals from the decisions of decision-making and administrative bodies having development approval authority under the LDRs or from any written order, requirement, decision, determination, or interpretation made by an administrative official or the City Commission in the enforcement of these regulations. Any person aggrieved by a decision made by an administrative official, or the City Commission may file an appeal under this section.</p> <p>B. Appeal of administrative decisions. All appeals of administrative actions</p> | | |

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| | | <p>shall be made to the City Manager, within 14 days of the administrative decision. The City Manager shall then determine within 14 days whether to refer the matter back to the administrative official or to reject the appeal and shall notify the applicant, in writing, who may then appeal to the City Commission for final action. Any appeal to the City Commission shall be in writing and filed with the City Clerk within 30 days of the date of the City Manager's determination. The City Clerk shall schedule a public hearing regarding the appeal within 60 days.</p> <p>C. Action by the City Commission. A public hearing shall be held by the City Commission to consider the application. The applicant shall be advised in writing of the hearing date and time. The City Commission shall review the application,</p> | | |
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| | | the report and recommendation of the administration and consider the evidence and testimony provided at the hearing. After the public hearing is held, the City Commission shall issue a written decision and order granting the relief sought in the application, with or without conditions, or denying the appeal. | | |
| Site Plan Approval/Site Plan Revisions | The applicant may appeal against the decision of the community development director to the city commission within 15 days of the decision of the community development director. The decision of the city commission shall be final and binding upon the applicant. | | | |
| Special Magistrate | | | | Sec. 5 ^{3/4} -13 |
| Permits and Licenses | | | § 115.09 - Revocation; hearing and appeal. (D) An appeal shall be taken by filing with the Village Commission within 14 days after notice of the | |

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|-------------------|--|--|--|---|
| | | | <p>action complained of has been mailed to the person's last known address, a written statement setting forth fully the grounds for appeal.</p> <p>(E) The Village Commission shall set a time and place for hearing the appeal, and notice of the hearing shall be given to the appellant in the same manner as provided in division (B) above for notice of hearing on revocation. The decision and order of the Village Commission on the appeal shall be final and conclusive.</p> | |
| Variations | | | <p>§ 10.41 - Appeals.</p> <p>The Village Commission shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the</p> | <p>Sec. 7½-37. - Designation of variance and appeals board.</p> <p>The Town Council as established by the Town of Bay Harbor Islands shall hear and decide appeals and requests for variations from the</p> |

| | | | | |
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| | | | <p>administration and enforcement of this chapter. Any person aggrieved by the decision may appeal such decision to the Circuit Court, as provided by Florida Statutes. (Ord. No. 2018-007, § 3, 3-13-18)</p> | <p>requirements of this chapter.</p> |
| <p>Administration of vacation rental license program</p> | | | <p>§ 13.17. - Appeals. Any decision of the Village Manager, or his/her authorized designee, relating to the granting, denial, renewal, modification, or suspension of a vacation rental license under this subchapter shall be rendered in writing, and reviewed by the Village Commission if a notice by the applicant is filed with the Village Clerk within ten days after the action to be reviewed. The Village Clerk shall place the matter on the agenda of an upcoming meeting of the Village Commission, at which the matter will be reviewed.</p> | |

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| | | | The decision of the Village Commission shall be final. Such final decision may be reviewed as permitted under Florida law. | |
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RECOMMENDATION/CONCLUSION(S)

Based upon the research conducted by staff relative to appeals against decisions on quasi-judicial and administrative actions, the Town of Bay Harbor Islands’ Code is absent of basic requirements and procedural requirements, particularly when compared to Code language from other local jurisdictions.

Basic Code language for appeals processes:

- Specific appeal types against actions with development authority, including alternative procedures.
- Standards of review applicable to the appeal process.
- Create an application form and notice to appeal.
- Establish process steps, including fees and timelines.

AGENDA ITEM REPORT

May 10, 2023

ITEM NUMBER: 29.

ITEM: Discussion of a contract for a new Police Chief. Sponsored by Vice Mayor Joshua Fuller and Council Member Stephanie Bruder.

DESCRIPTION:

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

None